

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 4s. 6d.

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, OCTOBER 23, 1869.

IT IS REPORTED that in the case of the Duke of Newcastle's bankruptcy an objection has been raised on the duke's behalf to the effect that a peer cannot be made a bankrupt. Happily, to lawyers of the present day the question is likely to be a new one, for peers have hitherto avoided bankruptcy by virtue of the privilege of honest men, without being driven to resort to the privilege of peerage. The Commissioner before whom the case was heard is said to have reserved his judgment, but his reason for doing so cannot, we think, have been that he entertained any real doubt upon the question.

The Act of 1861 says simply that "all debtors, whether traders or not," shall be subject to the provisions of the Act. Even if these words were all we had to look to, it would be difficult to see any ground for exempting a peer from their operation. But, further, the least they can be held to do is to put non-traders on the same footing as traders; and there never was a doubt that a peer who engaged in trade might be a bankrupt.

We have it upon the authority of Lord Hardwicke (*Ex parte Meymot*, 1 Atk. 200), that a "commission of bankruptcy formerly issued against a peer, an Earl of Suffolk, for trading in wines, and though there may be some particular powers that commissioners of bankruptcy could not exercise against a peer, yet, notwithstanding this, he may be liable to a commission of bankruptcy, if he will trade."

SOME CLERGYMEN who cannot bear that Dr. Temple should be bishop over them, have urged the Dean and Chapter of Exeter not to flinch from a last desperate effort. They ask if the *congé d'élire* to the Dean and Chapter is to be always a farce, and they exhort the Dean and Chapter of Exeter to refuse to elect the present nominee, even at the alternative of facing the dread penalties of a *præmunire*. We presume, however, that these clergy know that such a refusal would not necessarily stay Dr. Temple's promotion.

Under the 25 Henry 8, which after being repealed, *temp.* Edward VI., was re-enacted by Elizabeth, the Dean and Chapter, on receiving the *congé d'élire* accompanied by the name of the Crown's nominee, have twelve days for election; if by that time they have not made their election they incur the penalties of a *præmunire* and the Crown can nominate by letters patent. The refusal, therefore, of the Dean and Chapter of Exeter to elect Dr. Temple, whatever might be its consequences to the refusing parties, would not obstruct the Dr. Temple's elevation.

The free right of electing abbots and bishops was granted to all monasteries and cathedrals by a charter of King John. *Magna Charta* confirmed this, declaring that the Church of England should have her whole rights and liberties inviolable (*illesas*), and the confirmation was repeated by Henry III. The 25 Ed. 3, stat. 6, after reciting that evils arose by the Pope granting benefices to aliens and taking first-fruits, confirmed anew the old free election.

Gradually, however, the Crown encroached upon the privilege till their right of nomination became as mere a farce as it is at present, nor, in the time of Henry VIII. at

any rate was the Papal concurrence anything more than a matter of polite form. The Pope, however, reaped certain solid emoluments on every appointment, in the shape of the annates or first fruits, which were abolished by 23 Henry 8, c. 20, and the 25 Henry 8, c. 20, settled the appointment of the bishops upon its present footing. The statute of Edward 6, c. 2 repealed the *congé d'élire* and penalty, it being held, and with obvious justice, that it was hard to hold the chapter to be responsible when they were denied any choice, and the nomination now proceeded direct from the Crown. Queen Mary revived the old plan which had been superseded by Henry VIII., and which differed from its successor in nothing except the blank form of accepting the nomination from the See of Rome. Elizabeth re-enacted the statute of Henry VIII. Mr. Froude accounts for this preference by Queen Elizabeth of the more complicated method of Henry VIII. to the direct one of Edward VI., attended as it was by the hardship of a liability utterly uncompensated, by considering that, unlike the Council of Regency under Edward VI., who regarded the Church as an institution of the State, Elizabeth, like Henry, looked forward to a time when the Church might resume some of its lost power of self-government.

A SOMEWHAT SINGULAR scene, a full report of which has appeared in the daily papers, took place before the Beverley election commissioners on Tuesday. There can be no doubt that the commissioners, supposing them of course to retain their powers under the Act, were legally justified in refusing to hear Mr. Serjeant Sleight and his two junior counsel. It is well settled law that counsel cannot be heard for a witness, either to argue any question of privilege or otherwise, and Sir Henry Edwards' position before the commissioners was merely that of a person who had been summoned as a witness. There are in fact no persons who are, strictly speaking, parties to the proceedings before the commissioners, and who therefore could be considered to have any legal right to be heard by counsel. At the same time there cannot be much doubt that the commissioners might, if they pleased, have heard counsel, as they may by the 6th section of the Act (15 & 16 Vict. c. 57) pursue their inquiry "by all such lawful means as to them appear best." It is of course equally clear that the commissioners, having determined not to hear Serjeant Sleight, had a right (again supposing them to retain the power conferred on them by the Act) to order him to be removed from the court on his persisting in addressing them. Of course, if the commissioners had lost their powers under the Act, they became mere private individuals, with only such rights as they would possess in the character of persons in possession for the time being of the town-hall, or whatever their place of meeting may be.

We are not acquainted with the facts upon which Mr. Serjeant Sleight proposed to contend that the commissioners had lost their jurisdiction. It is therefore difficult to form any opinion upon the point whether or not they have lost it. We can only say that there is a good deal in the Act of Parliament under which the commissioners sit to favour the contention that if two only of the three commissioners appear at a meeting which they have appointed, they have, unless the other commissioner has died, resigned, or become incapable of acting, no powers to act in his absence, and if they have no power to act, neither of course have they power to adjourn. If the commissioners had any answer to give to the argument, it perhaps would have been as well to have heard the argument, and have answered it. It may be, however, that the commissioners had no answer, and that the course they propose to take, is to ask the Government to bring in a bill to legalise their proceedings *ex post facto*. Such a bill would probably be passed, as the defect is a mere technical one, but in the meantime if any witnesses choose to take the responsibility of acting on the assumption that the commissioners have lost their powers, their proceedings

will be somewhat delayed. The objection to the jurisdiction might be practically taken in several ways. A person summoned to appear as a witness might decline to attend, in which case the commissioners would certify the fact (under the 12th section of the Act) to one of the superior courts, and thereupon the person would become liable to attachment as for disobedience to a *subpoena*. It is, however, a little difficult to understand what proceedings should be taken to procure such attachment, as there would be no party to move for it. Probably, however, the commissioners might themselves cause the motion to be made, or induce the Attorney-General to make it. Again, a person summoned to appear as a witness might decline to answer the questions put to him, in which case he would be committed for contempt, and he might then raise the question of jurisdiction by applying for a *habeas corpus*. The question of jurisdiction might also be raised upon an indictment for perjury alleged to be committed before the commissioners, after their invalid adjournment. We believe the proceedings of the commissioners are nearly concluded, otherwise the question of their jurisdiction might be of more practical importance than it probably is.

IT IS PROBABLY KNOWN to but few literary men that the papers collected by the late Mr. Taxing-master, Parkes, in the course of his lengthy inquiries into the "Junius mystery," have recently been deposited in the British Museum. Many of the papers were obtained from the printing office of Mr. Woodfall, to whom they had descended from Henry Sampson Woodfall, the printer of the *Public Advertiser* in the Junius period. One of these papers is an attorney's bill of costs, of which the following is a copy:—

"Mr. Henry Sampson Woodfall, Dr.
For a letter in the *Public Advertiser* of the 30th January, 1771, on the Spanish Declaration, signed Junius.
1771.

Feb. 29.—The Attorney-General having said he would exhibit an information against you for the above letter, attending you taking instructions to retain counsel	£0 6 8
Paid retaining to Mr. Dunning £1 1s. 0d.; his clerk, 2s. 6d.	1 3 6
Paid the like to Mr. Serjeant Glynn and clerk	1 3 6
Paid the like to Mr. Lee and clerk	1 3 6
Attending retaining counsel	13 4

£4 10 6"

This was the beginning of a considerable bill of costs which Woodfall had to pay, and it must have been with a strongly appreciative sense of contrast that he inserted in his paper on the 3rd of June of the same year another bill of costs as a curiosity. He does not give his authority, but the document has all the appearance of being genuine. We give it *verbatim et literatim* as printed by Woodfall:—

"The following were the charges in a cause on an arrest in the 4th and 5th of Philip and Mary, Anno, 1557. Bannister against Moore."

Item pay'd for entering the action	0s. 4d.
Item pay'd the attornies fees	1 8
Item pay'd to Castell the sergeant	1 0
Item pay'd to the judge, and other things	1 8
Item pay'd to Norden, the attorney, for calling on the matter, the 24th June	4
Item pay'd for the copye of the pleye that Moore put in	9
Item pay'd to Mr. Owen, Man of Law, for his counsel in the matter	3 4
Item pay'd to Norden for calling on the matter again	4
Item pay'd to Mr. Pickering, clerk of the papers, for serche	4

9 7"

Apologies of "Junius," it appears from the *Academy* that a book is in preparation intended to set completely at rest at once and for ever the question of the identity of that mysterious shade. The gentleman who is said to be engaged on the task would do well to go carefully through these "Parkes Papers" in the Museum before publishing.

OUR ATTENTION HAS BEEN CALLED to an advertisement of the "West Kent Legal and Mercantile Institute, established, 1869; head offices, 5, Royal-hill, Greenwich, with branch agencies in every town of commercial importance in Great Britain and on the Continent. . . . Solicitor, Mr. Albert H. Elworthy, 5, Royal-hill, Greenwich; secretary, Mr. Henry J. P. Elworthy," &c., &c. This announcement is followed by "general instructions for the use of subscribers to the debt recovery department," the gist of which appears to be that the subscription is a guinea a-year, which entitles the subscriber to "legal advice at all times," and to have his debts sued for, being charged only costs out of pocket in the event of failure; but if the subscriber interferes himself in any case entrusted to the institute he is to render himself liable for full charges and costs. If the subscriber who has paid his money "does not hear" from the institute in due course respecting the progress of his case, he is to "send such further instructions as he may deem necessary." If he still does not hear, we suppose he is to keep on sending further instructions. We do not know anything of Mr. Albert H. Elworthy, except that we presume him to be the Mr. Albert Henry Elworthy whom in June, 1867, a jury at the Central Criminal Court convicted of perjury. He afterwards, if we mistake not, received a free pardon. His name appears in the *Law List*. The West Kent Legal and Mercantile Institute is not a registered joint-stock company, and we should be glad to know the names of the solicitors (if any) who conduct the "branch agencies."

WE LEARN THAT petitions are presented to wind up two of the insurance companies "amalgamated" by the Albert. One of these, the Family Endowment Assurance Company, was absorbed as far back as 1836. The company having, of course, no place of business, the chief clerk of Vice-Chancellor James assented on Tuesday last to an application for leave to serve notices on two of the directors who had signed the deed of amalgamation. The other company alluded to is the National Provincial Insurance Association.

THE EUROPEAN ASSURANCE COMPANY'S CASE.

The main question of law for the decision of Vice-Chancellor James upon the petitions to wind up this company was—to what, if any, extent can the Court of Chancery make a winding-up order on purely prospective grounds? Setting aside certain special grounds with which this case was not concerned, section 79 of the Companies Act, 1862, empowers the Court to wind up a company whenever it is "unable to pay its debts," and whenever "the Court is of opinion that it is just and equitable that the company should be wound up." Section 80 supplements section 79 by a definition, comprising four instances, of circumstances under which a company is to be "deemed unable to pay its debts." The first three instances are where the company has made default in the payment of a specific debt actually due and demanded. It was not contended that the European Assurance Company had made any such default, and therefore the only instance applicable was that which

* The Vice-Chancellor had decided, upon a preliminary objection, that the shareholder, by signing a deed of settlement which provided that the company should not seek to dissolve itself until two meetings had been held,—did not preclude himself from resorting to the general law before those steps had been taken.

prescribes that "a company shall be deemed unable to pay its debts whenever it is proved to the satisfaction of the Court that the company is unable to pay its debts," or in other words, whenever upon the evidence the Court is of opinion that the company is insolvent. The tests prescribed in these sections are almost literally the same as those of the old Joint-Stock Companies Winding-up Act, 1848 (11 & 12 Vict. c. 45); and in *Re Agricultural Cattle Company, Spackman's case* (1 Mc. N. & G. 170), Lord Cottenham held that "just and equitable" must mean something *ejusdem generis* with the tests mentioned in the preceding clauses of the section.

The position therefore reduces itself to this:—The Court could wind up the company if, upon the evidence, it believed the company "unable to pay its debts;" and the "just and equitable" clause which is to mean something *ejusdem generis* adds somewhat of a discretionary latitude to the power. We imagine that if a company were transferring its business the Court would consider it "just and equitable" to wind it up at the instance of a policyholder who declined to look to the new company.

The Vice-Chancellor held that "unable to pay its debts," means unable to pay "debts actually due, debts for which a creditor may go at once to the company's office and demand payment," and the sums secured on policies are not, during the lives of the assured, debts of such a kind. But the Vice-Chancellor also held that it would be "just and equitable" to wind up the company if it were made out to the satisfaction of the Court that the company was "plainly and commercially and absolutely insolvent—that was to say, that its assets were such, and its existing liabilities were such, as to make it reasonably certain that the existing and probable assets would be insufficient to meet the existing liabilities." Here the liability on all the subsisting policies comes in to be estimated. We have led up to this point, and we are at the pains to point out this, because the effect of Vice-Chancellor James's decision seems to have been somewhat misunderstood by some of our contemporaries. They interpret the judgment as ruling that in considering whether or not to wind up an insurance company the Court is not to estimate the company's liability on the running policies and to examine whether or no the company's assets are justly proportionate to the amount of that liability. The Vice-Chancellor has ruled nothing of the kind; on the contrary, he proceeded to make that very examination, and if he had found it "reasonably certain" that the existing and probable assets would not meet those liabilities, would at once have stopped the company.

But the Vice-Chancellor did refuse to consider anything but the liabilities on existing policies; and a moment's reflection will show that this was really a matter of course. The Court has not and cannot have anything to do with persons who may hereafter contract with the company. It was urged that it was not fair to "the public" that the company should be allowed to go on. The reply was obvious, that the Court had nothing to do with "the public" in the matter; it had to consider the rights and position of those already concerned with the company—viz., its members and its policyholders; and no one else had any right or relation as to the company at all. If after what has happened persons like to insure with the European, they can do so, and that is their affair.

"I have to consider," said the Vice-Chancellor, "whether it is proved to my satisfaction that the company is unable or will be unable to meet the claims under its existing contracts." No one has a right to ask for more.

Upon this question there was the following contest:—(1) The company ranked among their assets £261,000, which they had been paid for purchase of the "amalgamated" businesses; the petitioners objected that this was not an asset; (2) the petitioners contended that the specified assets ought to be loaded with a drawback for expenses, or rather that an addition ought to be made to

the liabilities for that purpose, seeing that in the last year the expenses had run up to £70,000; (3) and this was the most important point. The petitioners objected to the £595,000 of uncalled up capital being ranked as an available asset, seeing that the late call of £70,000 had only realised £60,000.

Upon the first point the Vice-Chancellor reprobated the enumeration of the £261,000 as an asset, and indeed there was no just pretence for ranking such an item as an asset. The second point is the only one which seems to have troubled his Honour's mind to any extent; and it is one of some difficulty. He held, however, that no addition should be charged to the liabilities on account of expenses. His reason for what he acknowledged to be "at first a startling thing" was that the Court had to consider only the existing liabilities, whereas the bulk of the expenses of an insurance office are expenses which would cease if the company ceased taking new business. It must be admitted that this is rather a difficult question; but we need not discuss it now, because it forms a very minor item in the present decision.

As to the uncalled-up capital the Vice-Chancellor said:—

"It is also urged that we cannot take all the £595,000 of unpaid-up capital as available assets, and that the fact that a call for £70,000 produced only £60,000 is a proof that it is not all to be relied on; but I think, in the absence of any evidence of the insolvency of the shareholders, it would be far too wide for the Court to speculate and act upon the assumption that the shareholders are not able to pay that capital which they have undertaken to pay."

Adding these things together, the result gave a total more than balancing the liabilities on existing policies. The opinion-evidence of actuaries had been put in, who stated that, in their view, no insurance company is "solvent" which has not, laid by and producing £4 per cent. interest, at least £40 per cent. of the premiums received, and it was contended that the European could only muster up £36 per cent. The Vice-Chancellor, however, with justice, disregarded this view, as based on the assumption that the company, like one for mutual assurance, had nothing to look to to meet its policies but the present and future premiums, whereas it had in fact its uncalled capital.

Upon this point respecting the probability of realising the uncalled capital, the Vice-Chancellor's decision must not be regarded as ruling that the Court will never weigh that probability. On the contrary. In *Spackman's case* (*ubi sup.*), Lord Cottenham (who may not have been pressed with any argument grounded on the improbability) said "the shareholders might or might not be able to pay their calls, but the capital of the company is the sum which they are liable to pay, and that, no doubt, is sufficient for the liabilities of this company." Vice-Chancellor James, going a little more minutely into the question, distinctly recognises the possibility of showing, by evidence of the insolvency of the shareholders, that the whole amount subscribed could not be realised: he only says that he does not consider that there is sufficient evidence in the mere fact that a past call has only realised five-sevenths of its amount. Suppose, for instance, it had been proved that shareholders holding half the shares in the company had just passed through the Bankruptcy Court, the Vice-Chancellor could certainly, according to the principles which he has laid down, have taken that into account in estimating the value of the uncalled capital as an asset.

We have pointed out what seems to have been a widespread misapprehension of the decision in this case. Neither this decision nor the course of previous ones rule that an insurance company can never be forced to wind up till it has proved "unable to meet" some debt actually accrued. But, unless we misunderstand Vice-Chancellor James, there is this to be noted respecting his decision. He says that the Court balances the assets as they stand,

including (in the absence of evidence that shareholders are insolvent) the uncalled capital, against the liabilities on all the policies, and then considers whether the company is unable, or will be unable, to meet the liabilities; but he says that the Court has nothing to do with the question, what will be the solvency of the company tomorrow or at any other future date. In fact, the Court only estimates the present position of the company, and does not examine the direction in which it is tending. (We understand the phrase "unable or will be unable," not as pointing to an estimate of the future solvency of the company, but merely as a recognition of the fact that the liabilities are not present debts.) Therefore as long as the assets are equivalent to the liabilities on the subsisting policies, the company is not to be stopped. Now it may be observed with justice that it is hard on policyholders if a company which is running rapidly downward cannot be stopped before it has got beyond the solvency point. The true solution of this difficulty, we believe, would be found, not by any alteration of the winding-up tests before quoted, but by assigning to policyholders a vote in the conduct of the company, placing them on the same footing as shareholders as to that. The case of *Re Factage Parisien* (13 W. R. 214), as interpreted by Lord Cairns in *Re Suburban Hotel* (15 W. R. 1096, L. R. 2 Eq. 745), decides that, though it would not be "just and equitable" for the Court to do so against the wishes of a majority of shareholders, it would be "just and equitable" for the Court, at the instance of a majority of shareholders, to wind up a company, "solvent" at present, if the business has been proved to be unprofitable. If policyholders had the power of voting side by side with the shareholders, value for value, on such a question, the difficulty would be obviated.

LEGISLATION OF THE YEAR.

CAP. LXVIII.—*An Act for the further amendment of the law of evidence.*

This Act gives the *coup de grace* to the old doctrine that bias disqualifies a person from giving evidence. The first inroad on this doctrine was made by Lord Denman's Act (6 & 7 Vict. c. 86), which removed the objection of bias in a witness in all cases except that of the parties to the record. The next step was to remove this disability, which was done by the Law of Evidence Amendment Act, 1851 (14 & 15 Vict. c. 99), except in the cases of proceedings instituted in consequence of adultery, and of actions for breach of promise of marriage. By this Act plaintiffs and defendants and prosecutors in criminal cases were rendered competent and compellable witnesses in all but the two excepted cases. Thus matters stood until Mr. Denman brought into the House of Commons this session the Act which has now become law. The result of the Act is that henceforth the parties to actions for breach of promise of marriage will be competent, but not compellable, witnesses, although the uncorroborated evidence of a party is not to be sufficient proof of a promise to marry; and the parties to any proceedings instituted in consequence of adultery will be competent witnesses, but they will only be compellable to answer questions tending to show that they have committed adultery if they have previously given evidence in disproof of such adultery.

The Act also makes an alteration in the phraseology of the declaration to be substituted for an oath when the latter safeguard is not exacted from a witness. By the 20th section of the Common Law Procedure Act, 1854, the witness was obliged to declare that the taking of an oath was, according to his religious belief, unlawful; now a solemn promise and declaration to speak the truth is all that is required. But no witness is to be allowed to make the declaration in lieu of taking the oath unless the presiding judge is satisfied that an oath would have no binding effect on his conscience. Under the new Act a witness may be "objected to as

incompetent to take an oath." Then if the presiding judge be satisfied as aforesaid such witness must make the declaration prescribed by the Act.

CAP. LXXXIV.—*An Act to abolish the office of curitor of the Court of Chancery in the palatinate of Durham.*

Probably few persons even in the legal profession could tell off-hand what are the duties of a curitor of the Court of Chancery of Durham. The office was, however, once a well-known one in the Court of Chancery. Curitors derived their name from *clerici de cursu* or clerks of course, and their duty was to make out original writs.

This Act, taking advantage of a vacancy, has now abolished the office of curitor in the palatinate of Durham, and transferred its duties to the registrar of the same court. There is no other provision in the Act, which contains but one section.

CAP. LXXXIX.—*An Act to amend the law relating to the office of clerk of assize and offices united thereto, and to certain fees upon orders for payment of witnesses in criminal proceedings.*

Two entirely different objects are aimed at by this statute. The first part deals with the qualification, fees, salary, and compensation of clerks of assize. The second part amends section 5 of 30 & 31 Vict. c. 35, which was passed in 1867, for regulating criminal procedure in several important particulars.

The most important provision of the first part is contained in section 3, by which no one is to be appointed clerk of assize after the passing of the Act unless he has been for three years a barrister or special pleader, or conveyancer or attorney in actual practice for three years, or a subordinate officer of a clerk of assize on circuit. Before this Act there was no qualification required for a clerk of assize, and it was therefore in the power of the judge who had the appointment to give this office to a person who might be quite incompetent to perform its duties.

By sections 4, 5, and 6 the Treasury has power, on the occurrence of any vacancy, to revise the salary attached to the office of clerk of assize. A clerk of assize paid by a salary is not to take fees for his own use, and those who may be hereafter appointed are not to be entitled to any compensation for any Parliamentary alteration in the duties of their office, or for the abolition of the same. By section 8 persons employed by clerks of assize and paid out of money provided by Parliament shall not be removed except with the sanction of the Treasury. These provisions about the revision of salaries and compensation may perhaps be taken as some evidence that there is an intention to legislate concerning the duties and emoluments of the office of clerk of assize generally. This is a subject which well deserves investigation, and if advantage is taken of these enactments the necessary reforms might be effected at less than the cost usual in making such alterations.

Part II. of this Act amends 30 & 31 Vict. c. 35, which it enacts may be cited as the Criminal Law Amendment Act, 1867. Section 5 of the Act of 1867 provided for the payment of expenses to witnesses for accused persons, and authorised the officer of the Court who made out the order for such expenses to receive the fee of sixpence. This fee is now no longer to be taken when the officer of the court is paid by salary or is allowed to take one fee only of fixed amount in respect of his several duties relating to the prosecution of an offender. When such fee of sixpence may still be taken notwithstanding this Act the amount of such fees shall be included in the return or account of fees made by such officer. No other portion of 30 & 31 Vict. c. 35, is affected by this statute.

CAP. XCI.—*An Act for amending the law relating to the salaries, expenses and funds of courts of law in England.*

This bill passed the Legislature towards the close of last session, after the Irish Church and Bankruptcy de-

lates had wearied both Houses. Its passage through the Upper House was almost unnoticed, if we except a strong protest against it by Lord St. Leonards. In this quiet manner has been effected no less an alteration than the transfer of the whole of the Chancery Suitors' Fund and Fee Fund, with some smaller chancery funds, and the funds in hand in the Bankruptcy Court, amounting in all to something like six millions of money, into the custody of the Chancellor of the Exchequer. The moneys standing to the credit of causes in the Court of Chancery amount at the present time to £56,229,314. This the Act leaves untouched. The Suitors' Fund consists of £2,764,744, which the parties concerned have not required to be invested. The Accountant-General makes a banker's profit for this fund by investing these moneys; a perfectly legitimate profit of precisely the same nature as that made by all bankers upon their customers' current accounts. Thus the Suitors' Fund amounts in reality to £3,160,110, of which the aforesaid £2,764,744 is invested, and the difference kept as a floating balance. In Bankruptcy the proceeds of estates amount to £1,091,663, but counting its banking profit the Court has £1,193,128 stock to meet this liability. The Chief Registrar's Fund, which, like the Suitors' Fee Fund in Chancery, is charged with judicial and official salaries and expenses, amounts to £340,000; unclaimed dividends are £250,000 more. About £120,000 has been transferred from the old Insolvent Court, and the bankruptcy total is £1,907,593. The Chancery Suitors and Suitors' Fee Funds, amounting to £3,967,832, and the bankruptcy funds before mentioned, making a total of very nearly £5,900,000, are now to be transferred, by a simple order of the Lord Chancellor, to be made "as soon as may be after the commencement of this Act" (the 1st ult.), to the Commissioners for the Reduction of the National Debt, and in future it is the Consolidated Fund which will be liable to the suitors. The Accountant-General is to have a cash balance of £300,000, or such other sum as the Lord Chancellor and the Treasury may fix. Whenever this balance sinks below £300,000 it will be made up to £500,000, and any excess over the half million will be invested with the Commissioners for the Reduction of the National Debt.

It will thus be seen what a sweeping change this Act has so quietly effected. In addition to this, power is given to the Treasury, with the concurrence of the Lord Chancellor and Master of the Rolls, to increase or diminish the number and the salaries of the chancery, bankruptcy, and admiralty officers, so that the Chancellor of the Exchequer has now got his finger very well into the legal pie.

CAP. XCIX.—*An Act for the more effectual prevention of crime.*

During the last year an unusual amount of attention has been bestowed upon the subject of crime and the state of the criminal class, and the Habitual Criminals Act, 1869, is the attempt of the Legislature of last session to improve this branch of law.

The statute, which applies to Great Britain and Ireland, deals with three classes of criminals. First, with convicts at large under licences; secondly, with habitual criminals; and thirdly, with receivers of stolen goods. There are besides several miscellaneous provisions, some of which are and some of which are not connected with the main object of the Act.

Section 3 enacts that any constable, if authorised in writing by a chief officer of police, may arrest, without warrant, any convict holding a licence under the Penal Servitude Acts, whom he has reason to believe is getting a livelihood by dishonest means, and may bring him before justices, who may declare his licence forfeited if "there are reasonable grounds for such belief. Section 4 deals with the penalty for breach of conditions of licence, repeals so much of section 4 of the Penal Servitude Act, 1864, as requires the holder of a licence to report himself personally once in each month,

and provides for the laying before Parliament of copies of conditions annexed to licences granted under the Penal Servitude Acts.

Sections 5, 6, 7 require the registration of all criminals. The registers are to be kept in London and Dublin respectively. The machinery for carrying out this plan is to be provided by regulations to be prescribed by the Secretary of State in England and the Lord Lieutenant in Ireland.

By section 8 if any person is convicted of any offence mentioned in the first schedule, having been previously convicted of any offence therein specified, he shall, in addition to any other punishment, unless otherwise declared by the Court, be subject to the supervision of the police for seven years, or such less period as the Court shall direct, commencing at the time he is convicted, and exclusive of the time during which he is undergoing punishment. Any person under supervision shall be guilty of an offence punishable on summary conviction with imprisonment not exceeding one year if (1) on being charged by a constable with getting his livelihood by dishonest means he fails to make it appear to the justices before whom he is brought that he is not getting his livelihood by dishonest means; (2) if found by a constable in any place under circumstances which satisfy the justices before whom he is brought that he was about to commit a crime; (3) if found by any person in a house, building, &c., or without being able to account for his being on such premises. No constable is to arrest any one on the ground that he is suspected of getting his livelihood dishonestly except on the written authority of a chief officer of police.

These provisions respecting convicts at large and habitual criminals make an important change in the old rule that the law holds a man innocent until he is proved guilty. As against these two classes of persons in the specified cases the rule is reversed (the two sections which effect this against these two classes are not worded in the same way), and guilt is presumed unless innocence is proved. There is no section giving these persons power to give evidence for themselves when brought before justices. This may cause hardship as their mouths will be closed, and there will yet be a presumption of guilt against them.

Section 4 of the Vagrant Act (5 Geo. 4, c. 83) is amended by section 9. Section 10 renders persons keeping lodging houses, public houses, &c., and harbouring thieves or reputed thieves there, or receiving goods believed to be stolen, liable to the ludicrously small penalty of £10, and to be compelled to enter into recognisances for good behaviour. This section is one of the most unsatisfactory in the Act. It is restricted to keepers of the classes of houses specified, and is not general in its application, and the fine is too small to effect even the limited object of the section.

A prior conviction of any one of specified offences may by section 11 be given in evidence in proceedings against receivers of stolen goods, as proof of knowledge that the goods were stolen. Power is also given to constables, if authorised in writing by a chief officer of police, to search for stolen goods without a search warrant on premises that are or have lately been in the occupation of persons convicted of receiving stolen goods, of harbouring thieves, or of any offence involving fraud or dishonesty, and punishable by penal servitude or imprisonment.

The remaining sections deal with assaults on constables, procedure under the Act, the definition of "constabulary station" in section 4 of the Penal Servitude Act, 1864, the care of children of women convicted a second time of one of the offences specified in the Act, and renders dealers in old metals liable to a penalty for certain purchases of lead or copper.

When this Act was first introduced in Parliament it contained a clause by which a previous conviction might be proved, although not charged, in the indictment, and without the production of the record of such conviction.

Such a clause would have provided for a case like that of *R. v. Summers* (17 W. R. 384), where a question was raised as to the proof of a prior conviction not alleged in the indictment. This clause, however, was struck out, and the Act passed without it.

RECENT DECISIONS.

EQUITY.

REPAYMENT OF MORTGAGE MONEY TO THE SOLICITOR THROUGH WHOM THE ADVANCE WAS MADE—TRANSFER WITHOUT NOTICE.

Withington v. Tate, L.C., 17 W. R. 559.

It is well settled that when a mortgagee assigns the mortgage and notice is not given to the mortgagor, the assignee is subject to all the equities between the mortgagor and the original mortgagee. Thus, if the mortgagee were to pay off the debt to his original mortgagee that would be a good payment as against the assignee. The principle has been carried to the length of affecting the transferee by the balance of a general account between the mortgagor and original mortgagee: *vide Norrish v. Marshall* (5 Madd. 481), where the mortgagor claiming that he had extinguished the mortgage-debt by wines and money supplied to the plaintiff, the Vice-Chancellor of England decreed an account, observing that, "as against an assignee without notice the mortgagor has the same rights as he has against the mortgagee, and whatever he can claim in the way of mutual credit as against the mortgagee he can claim equally against the assignee. In *Ex parte Monro, Re Fraser* (Buck, 300), a bond having been assigned without notice to the obligor, the debt was held to be still in the order and disposition of the obligee within 21 Jac. 1, c. 19. *Williams v. Sorrell* (4 Ves. 390) affords an example of the simple case. There the mortgage having been assigned without notice to the mortgagor, a payment afterwards made by the mortgagor to the original mortgagee was held a valid payment as against the assignee, and on a foreclosure bill filed by the assignee, the mortgagor tendering the balance, which tender was refused, the mortgagor was required to pay costs to the time of tender only. *Matthews v. Wallwyn* (4 Ves. 118) is another case in which this principle is clearly ruled and explained.

Upon the consideration—what is notice? it is worthy of observation that in *Lloyd v. Banks* (16 W. R. 988) Lord Cairns held that any actual knowledge on the part of the person to be affected is notice, provided the knowledge were such as would operate on the mind of a reasonable man of business. In *Dearle v. Hall* (3 Russ. 1) and *Foster v. Cocherell* (3 Cl. & F. 456), and the cases about that date, the question of notice seems to have been regarded as being not so much whether or no there had been actual knowledge as a question of the conduct of the incumbrancer. But the decision in *Lloyd v. Banks*, by treating actual knowledge, by whomsoever or howsoever conveyed, as the thing to be looked for, puts the matter upon rather a different footing.

In the principal case, without at all controverting the principle of *Matthews v. Wallwyn*, *Williams v. Sorrell*, &c., a payment made by the mortgagor, after an assignment of the mortgage without notice to himself, was held to have been made in his own wrong. The case, which was a very unfortunate one, arose out of the defalcations of a Liverpool solicitor named Stockley, who absconded in the latter end of 1867. The defaulter was the solicitor both of the original mortgagor and of the transferee. He gave no notice to the mortgagor. The transferee left the deeds in his custody. As between himself and the mortgagor, the solicitor had authority to receive the interest on behalf of the mortgagee, but had no authority to receive the principal. The mortgagor wishing to pay off the mortgage, the solicitor got the transferee to execute a reconveyance under the impres-

sion that he was merely joining in an appointment of new trustees (the mortgaged property being trust property); he handed this deed to the mortgagor with all the other deeds (except the transfer), but he kept the money himself, merely paying the transferee from time to time the interest on the original mortgage-money. Three years afterwards the transferee filed a foreclosure bill against the astonished mortgagors, and Lord Hatherley, affirming the Master of the Rolls, held that the mortgagee must pay his principal a second time or be foreclosed. The first payment was held to have been in his own wrong, because he made it to a person who was not authorised to receive it; if he had gone with his money to his original mortgagee, the original mortgagee would have said, "The mortgage is transferred," and passed him on to the transferee, and so the payment would have got into the right hands. But if the original mortgagee had played the knave and pocketed the money, the fault would have been the transferee's, for not giving to the mortgagor notice of his having taken the transfer.

The case was a particularly hard one upon the mortgagor, because, receiving back his deeds, his mortgage, with a re-conveyance, he had everything to assure him that the mortgage was extinguished. Yet the decision is unimpeachable. If, when the mortgage was created, the mortgagor had from the mortgagee been given to understand that the solicitor had authority to receive principal as well as interest, here, we imagine, the transferee, not having given notice, would have been bound by this arrangement, and the payment made would have been good as against him. The moral of the case is—that mortgagors should, unless they have a special authority, take care, in paying off their mortgages, to pay direct to the mortgagor, and not to the solicitor through whom the advance was effected.

BREWERS' COVENANTS.

Catt v. Tourle, V.C.S., 17 W. R. 662, L.J., *ib.* 939.

The right of a vendor of land to impose restrictions on the free enjoyment of the land he is selling, provided that such restrictions be not unreasonable or in undue restraint of trade, was much considered in this case. Such restrictions are created by covenant on the purchaser's part, and, though they do not run with the land, are enforceable in equity against the purchaser, and all persons claiming through him with notice—i.e., with actual knowledge of the restriction, or the means of knowledge to which they shut their eyes, as Baron Parke defined constructive notice in the case of *May v. Chapman* (16 M. & W. 361).

The covenant in the case before us was substantially what is known as a brewer's covenant. It was not, however, a covenant actually entered into by a brewer and a publican, but a covenant entered into by the purchaser of an estate that the vendor should have the exclusive right of supplying all ale, &c., which should be consumed in any beerhouse erected on the property.

It could be seriously argued that this covenant was void for uncertainty. A more specious objection was suggested in the want of mutuality. A stipulation that A. shall have the exclusive right to supply ale implies that so long as A. chooses to supply ale, and supplies it of reasonably good quality, and at a reasonable price, B. shall offer for sale no other ale than that supplied by A. It is clear that on demurrer the objection for want of mutuality could not be sustained in the face of an allegation in the bill that the plaintiff had always been and was willing to supply such ale as was implied in the covenant. But apart from this a stipulation that a person is to have an exclusive right to do an act will be enforced, if necessary, by restraining the covenanting party from doing any act in contravention of it. This is in effect an order for specific performance (*Lumley v. Wagner*, 1 D.M.S. 615). It was the opinion, moreover, of Lord Justice Selwyn, that such a covenant, being for valuable consideration, would be unobjectionable, although it was

expressed to be only conditional on the brewer exercising his option or right of supplying ale.

With reference to the covenant being in restraint of trade, the old case of *Mitchel v. Reynolds* (1 P. W. 181) was followed. Restraint on trade is not unreasonable where it is only partial. It must be limited in space, but it need not be limited in point of time. The chief consideration with the Lord Justice seems to have been that, inasmuch as there can be no question of the validity of the ordinary covenant between the brewer and the publican, doubts ought not to be entertained of the validity of a covenant with substantially the same objects, but affecting the fee, and not the term, so long, at all events, as it was not shown that the right had been either abused, waived, or lost, to make out which at the present stage of the cause there was no opportunity.

TRANSFEROR AND TRANSFEE.

Re Joint-Stock Discount Company. Fyfe's case, 17 W. R. 870, 978.

In this case the Lord Justice Giffard removed Dr. Fyfe's name from the list of contributories, where the Master of the Rolls had placed it—a decision which we believe excited a good deal of surprise in the City. It was clear from other decisions in the same matter that at the commencement of the winding-up Dr. Fyfe had an absolute right to have his name removed from the register, inasmuch as it was only there by the *laches* of the directors who ought to have passed the transfer before the winding-up commenced (*Nation's case*, 15 W. R. 143).

The Master of the Rolls held that there had been delay on the part of Dr. Fyfe such as to preclude him from succeeding with his application, on the ground, it would seem, that his appearing in person in Chambers on the summons to place him on the list, upon which no order was made, placed the matter *in medio*, and that the delay since June, 1866, when the summons was heard, was fatal. The Lord Justice did not adopt this view. It may be worth consideration in view of some future case, whether, inasmuch as at the commencement of the winding-up Dr. Fyfe had an absolute right to be off the list it was his business to take the initiative, or whether he might not remain on the defensive and wait the progress of events. An infant transferee after coming of age may wait until he is served with a balance order before he takes steps to be struck off (*Delmar's case*, 17 W. R. 21). And why need any other person who is in an equally false position do more than wait until it becomes his interest to move in the matter? The chief clerk's objection was founded on the absence of the executors of the transferee, there being no legal personal representative to be put on the list if Dr. Fyfe was taken off. But surely if a person has a clear right to be taken off the list such right ought not to be impaired by the fact that there is nobody to put on in his room, owing to external circumstances over which he had no control.

POWER OF OFFICIAL LIQUIDATORS TO COMPROMISE.

Re South-Eastern of Portugal Railway Company, V.C.M., 17 W. R. 760, L.J., *ib.* 809.

The 160th section of the Companies Act, 1862, confers on the official liquidator, but only with the sanction of the Court, a power to compromise calls, debts, claims, and questions relating to the assets of the company, and is couched in the most general terms. Section 95 also confers on the official liquidator a great variety of powers to be exercised with the sanction of the Court, but does not expressly confer a power to compromise; while section 96 enables the Court to provide by any order that the official liquidator may exercise the powers conferred on him by the 95th section without the sanction or intervention of the Court. The Vice-Chancellor, holding that among these powers was implied a power to compromise, made an order that the official liquidator of this company should be at liberty to exercise all the powers under

the 95th section, without the sanction or interference of the Court, except that of distributing the assets of the company. This order was made for the purpose of enabling the official liquidator to come to such an arrangement with the Portuguese Government about a settlement of the company's claim on them as he should in his uncontrolled discretion think fit. That was opposed by unsecured creditors; and on appeal the Lords Justices decided that an order should not be made conferring so large powers on the official liquidator in the absence of a *constat* to justify the Court in so doing.

The Court will not, it seems, delegate to the official liquidator the power of effecting a compromise without its sanction unless upon the clearest evidence that it will be for the benefit of all parties that it should not interfere with his discretion. As between the shareholders and himself, it may be all very well that the official liquidator should have an uncontrolled discretion to compromise, but where there are unsecured creditors, they have a right to claim the protection of the Court; and they get it most satisfactorily by the sanction of the Court being necessary. We suspect this was the reason why a separate section of the Act to which the 96th section does not apply was enacted with reference to the power to compromise.

The Court has full power, it will be remembered, to sanction a general compromise of the rights of contributories and creditors whereby the creditors receive less than the full amount of their debts, though some of the creditors dissent therefrom (*Re Commercial Banking Corporation of India and the East*, 17 W. R. 840). This case establishes that it is discretionary with the Court to say under what circumstances a compromise shall be effected where all the creditors are not in favour of it. The Court may properly require particular sacrifices to be made in furtherance of the general good, which is the essence of every compromise, even where those sacrifices are made unwittingly; but few will desire to entrust an official liquidator with such power, except on a *constat* that the compromise ought to be carried into effect, when the details of it may be properly left to the official liquidator.

RIGHT OF PARSON TO CUT TIMBER.

Sowerby v. Fryer, V.C.J., 17 W. R. 879.

A parson may not fell timber on the glebe unless for the necessary repair of the parsonage and outbuildings (*Strackey v. Francis*, 2 Atk. 216). He may perhaps, according to the Vice-Chancellor, sell the timber so cut and purchase an equivalent amount of timber of a fitter kind. That he should be at liberty to do this is only reasonable, as the fittest timber for internal repairs is not of English growth. But a rector who cut more timber than was actually needed for repairs was restrained by injunction at the suit of the patron, though he had laid out a larger sum on other repairs than the timber produced when sold (*Duke of Marlborough v. St. John*, 5 De G. & S. 74). It is well settled that a parson may not fell any more timber than is needed either *in specie* or when turned into money for the repairs. A vicar felled trees, and did not use others for the repairs; and on a suggestion of this a prohibition was granted at common law (*Knowle v. Harvey*, 1 Roll. R. 335). At the present day the remedy will be by bill at the suit of the patron, whether the tenant of the advowson or entitled only to the next presentation; in the latter case the owner of the advowson being made a party. But the patron cannot pray an account, because he cannot have any profit from the living (*Knight v. Moseley*, Amb. 176). We suspect, however, that if this point were to occur at the present day the accounts would be taken against the parson, and he would be ordered to bring into court the amount found due from him in respect of timber improperly felled.

By 35 Edw. 1, stat. 2, "*ne rector prostrat arbores in cimeterio*," trees growing in the churchyard may not be

felled unless for the necessary repairs of the chancel; "neither shall they be converted to any other use, except the body of the church doth need like repair; in which case the parsons of their charity shall do well to relieve the parishioners with bestowing upon them the same trees; which we will not command to be done, but will commend when it is done." See *Champness v. Arrow-smith* (L. R. 2 C. P. 618).

It does not appear from the case before us whether any distinction is to be drawn, where the timber is of an ornamental character, as in the case of an ordinary tenant for life; but we gather this important principle, that a parson has no right to allow the parsonage to fall into ruin, and then out timber to form a fund to replace dilapidations which he ought not to have allowed.

"PATENT" ARTICLES.

Marshall v. Ross, V.C.J., 17 W. R. 1086.

There is no protection for a trade-mark which is calculated to deceive the purchaser and induce him to believe that the article is that which in fact it is not. The case usually cited with reference to this principle is *The Leather Cloth Company v. The American Leather Cloth Company* (13 W. R. 873), but the proposition is one which rests on general principles of equity. This is notoriously the case with regard to so-called "patented" articles. It is a common but reprehensible practice for the maker of an article to style it "patent" when it is in fact not and never has been the subject of letters patent, with the double object of deterring imitators and attracting purchasers. Where this is so *The Leather Cloth Company's* case is a direct authority for holding that the manufacturer is disentitled to relief against copyists of his trade-mark. But everything depends on the *animus* of the manufacturer. Where there is misrepresentation there is no title to relief, whether the article be the subject of an expired patent, or never was the subject to a patent at all. Ignorant people, it will be remembered, look on the designation "patented" as a testimonial to the value of the article, as in the case of patent medicines. But the word "patent" may be used in such a way as not to involve any misrepresentation, and so it was used in *Marshall v. Ross*. The article manufactured by the plaintiff was not the subject of letters patent, but was known in the trade as patent thread, to distinguish it from other qualities of thread, and with no ulterior object. It had become a term of art, and no misrepresentation was intended. Hence, the injunction was granted. The principle remains untouched, that for a person to describe an article as patent, when in fact it is not so, nor is commonly known as such, with the object of deluding purchasers, is a fraud which disqualifies the person committing it from obtaining protection for his trade-mark against infringement. (See *Kerr on Injunctions*, p. 480.)

DOMICIL OF CHOICE.

Haldane v. Eckford, V.C.J., 17 W. R. 1059.

We notice this case by reason of the Vice-Chancellor having adopted Lord Westbury's definition of the phrase in a case of *Udney v. Allatt*, decided by the House of Lords in the month of June last, and since reported *sub. nom. Udney v. Udney* (L. R. 1 Sc. App. 441). His Lordship there defined domicile of choice as a conclusion or inference which the law derives from the fact of a man fixing voluntarily his sole or chief residence in a particular place, with an intention of continuing to reside there for an unlimited time. Before this inference can be derived two things are essential—first, that the party should have voluntarily removed to the particular place; and secondly, that his removal thither should have been with the intention of abiding there. The domicile of choice there gained *animo et facto* may be put an end to in the same manner; and on its being put an end to the domicile of origin revives which had been in abeyance during the continuance of the domicile of choice.

Both the Lord Chancellor and Lord Westbury dissented from a conclusion in the last edition of Story's *Conflict of Laws*, that for a change of national domicile there must be a definite and effectual change of nationality. For an Englishman to acquire a French domicile he need not change his natural allegiance, which in fact is beyond his power. His political state he cannot alter, his civil state he may alter by choice, and as often as he pleases. The distinction between *patria* or natural allegiance and domicile is one of importance, and may become of consequence in these days of emigration from the mother country.

COMMON LAW.

PLEADING—AGREEMENT NOT STATED TO BE IN WRITING.

Young v. Austen, C.P., 17 W. R. 706.

Until the decision in this case there has been no modern authority which decides whether an agreement, which, to be valid, must be in writing, must be stated to be in writing when alleged in a plea. It has been decided that an agreement within the Statute of Frauds need not be averred to be in writing when stated in a declaration, but whether this rule applied to pleas has remained until now in doubt. There were several cases decided on special demurrers which showed that an averment of a writing was formerly necessary in such cases, but since special demurrers have been abolished it seemed doubtful whether these cases were any longer authorities on the point. In an old decision (*Cass v. Barber*, Sir T. Raym. 450), it was apparently held that if an agreement would be invalid if not in writing, a plea which alleged such an agreement without stating it to be in writing would be bad on general demurrer. There are, however, several peculiarities in this case, which has never been treated as of much authority.

In *Young v. Austen* this point arose and was decided. The action was by the holder and drawer against the acceptor of a bill of exchange. The plea alleged a contemporaneous agreement to renew, but did not state that the agreement was in writing. It was, of course, clear that unless the agreement was written the plea disclosed no defence, as the written contract contained in the bill could not be varied by contemporaneous oral agreement.

The Court decided that "agreement" must mean a "valid" and therefore a "written" agreement, and gave judgment for the defendant. This is the only point decided in the case, which thus has only settled a question as to the construction of pleadings. No rule of law is in any way affected by the decision.

CARRIERS OF PASSENGERS—IMPLIED WARRANTY OF ROADWORTHINESS OF CARRIAGE.

Readhead v. Midland Railway Company, Ex. Ch., 17 W. R. 737.

It has long been settled law that the liability of a common carrier for injury to goods carried by him is entirely different from his liability for injury to passengers. A common carrier is said to insure the safety of goods, and is therefore liable for any injury they may sustain, unless caused by the act of God or of the king's enemies. He is, however, liable for injuries to passengers only when such injury has been occasioned by his negligence.

In *Readhead v. The Midland Railway Company*, an attempt was made to extend considerably the liability of carriers for injuries to their passengers. It was argued in that case that carriers were not only liable for injuries caused by their negligence, but that they also impliedly warranted that the carriages they used for the conveyance of passengers were roadworthy—*i.e.*, that they had no defects rendering them unfit to be used for the purpose of carrying passengers. If such a warranty as this existed carriers might be liable for accidents to passengers, although not caused in any way by negligence on their part. As for instance if a latent defect which could not be discovered by any care existed in a carriage and caused an accident.

This point was raised by the facts in *Readhead v. The Midland Railway Company*, where a passenger sustained injuries by the upsetting of one of the defendants' carriages. The accident was caused by the breaking of the tire of one of the wheels of the carriage through a latent defect in the tire, which was not attributable to any fault on the part of the manufacturer, and could not be detected before the breaking of the tire. In this case, therefore, there was no negligence; but if there was an implied warranty of roadworthiness there was a clear breach of such warranty, because the carriage was in fact not safe.

The sole point for the consideration of the Court was whether such an implied warranty existed, and they held that there was no such implied warranty, and that therefore the defendants were not liable, as they had not been guilty of any negligence. A very elaborate judgment was delivered by M. Smith, J., in which all the authorities, both English and American, on the question are very fully examined.

This decision is quite in accordance with the weight of authority of decided cases, although there are some decisions in which a contrary view was taken. There can be little doubt that this decision will be far more convenient in its results than a decision on the principle for which the plaintiff contended. It is clearly settled by ample authority that a common carrier is liable for injury to goods, although he has not been guilty of any negligence whatever. This principle, however, depends on authority rather than on utility or analogy to any other class of cases, and there is no reason for extending the principle. On the contrary, there are some very strong arguments in favour of abolishing this principle altogether in respect to goods, and there appears to be no intelligible reason for extending it to passengers.

CABS—LIABILITY TO BE HIRED.

Case v. Storey, Ex., 17 W. R. 802.

It is a matter of familiar knowledge that a cabman, or in legal language driver of a hackney carriage, in London is not entitled to refuse to convey a person who wishes to hire his cab. The cabman is bound to convey any one of the public who may wish to hire him. This liability is imposed by 1 & 2 Will. 4, c. 22, ss. 4 and 35, which contain the principal provisions on the subject. Section 4 defines a hackney carriage to be any carriage "used for the purpose of standing or plying for hire in any public street or road, at any place" within certain limits. Section 35 provides that "any hackney carriage which shall be found standing in any street or place," and properly numbered, shall, "unless actually hired, be deemed to be plying for hire," and imposes a penalty on any driver of such carriage who refuses to be hired.

In *Case v. Storey* the question was whether a cab standing at a railway station was in a "public street or road," or in "any street or place," so as to render the driver subject to the provisions of 1 & 2 Will. 4, c. 22.

It was held that the Act did not apply to such a case, as the railway station was private property, and could not therefore come within the term "public street or road" or "street or place." The remedy, therefore, for any of the public, if a cabman will not convey them from a railway station, will be by application to the authorities at the station. There is no direct remedy against the cabman.

This may cause some inconvenience to passengers arriving on a wet day, or at night at a time when cabs are not easily found in the streets. No doubt railway companies will endeavour, by arrangement with the cabmen whom they admit to their stations, to insure proper accommodation for their passengers. Such arrangements, however, can, of course, only be enforced by the company, and the passengers can themselves do nothing except give information to the company. This is not a satisfactory state of things. For most practical pur-

poses railway stations are public places in fact, although not in law, and the public require as much protection in railway stations as in any other part of London.

SALE OF SHARES ON STOCK EXCHANGE—USAGE OF STOCK EXCHANGE.

Masted v. Paine, Ex., 17 W. R. 886.

The rules and usages of the London Stock Exchange have so often been discussed in courts of law and equity during the last three years that they are now pretty well known, and their effect upon contracts made on the Stock Exchange has been very fully explained in the cases of *Grisell v. Bristowe* (17 W. R. 123), *Coles v. Bristowe* (17 W. R. 105), and *Shepherd v. Murphy* (16 W. R. 948). According to these decisions if a purchase is made by a stock jobber from an owner of shares in the usual way, and the jobber passes the name of the ultimate purchaser to the vendor and gives the price agreed upon and such ultimate purchaser is accepted by the vendor, the jobber is discharged from all further liability. In other words, his contract is then completed, as he has done all he has agreed to do. If the ultimate purchaser refuse to register a transfer, the jobber cannot be made liable for the consequences to the vendor. A vendor is not bound to accept any name that is given as that of an ultimate purchaser. He may object to it, and if the vendor and jobber cannot agree, the matter is then referred to the Committee of the Stock Exchange.

In *Masted v. Paine* the plaintiff sold shares, of which he was the registered owner, to the defendant, a jobber, in the usual way. The ultimate purchaser did not wish his name to be given as purchaser, and therefore gave the name of one Goss as the ultimate purchaser. Goss's name was passed to the defendant, and by him to the plaintiff. Goss was in poor circumstances and not a responsible person. He allowed his name to be thus used on the payment to him of £4 10s. The plaintiff and defendant were ignorant of this transaction, and they thought Goss was the ultimate purchaser, and they made no objection to the name. The ticket on which Goss's name was passed stated Goss to be the purchaser of the shares at £14 17s. 6d. each. Goss did not register the transfer of the shares, and the plaintiff in consequence had to pay some calls on the shares.

In an action against the defendant for the amount of the calls the majority of the Court held that as the plaintiff had not objected to the name of Goss, he could not afterwards sue the defendant for Goss's refusal to register. The defendant had performed his contract, and was under no further liability.

Cleasby, B., differed from the majority, and held that the defendant had not performed his contract, because he had not given to the plaintiff the name of an ultimate purchaser, but only the name of a person substituted for the purchaser, and that the defendant was therefore liable in the action.

This decision really turns on the inferences which are to be drawn from the facts stated in the special case on which judgment was given. The only substantial question was, Had the defendant done what he had promised to do? Although this is a question of fact, it can only be decided by a construction of the rules and usages of the Stock Exchange on the subject; and thus the case becomes important as an authority for future occasions. We believe it is likely that the case will be taken to the Exchequer Chamber.

MEASURE OF DAMAGES ON BREACH OF CONTRACT FOR SALE OF LAND.

Engell v. Fitch, Ex.Ch., 17 W. R. 894.

The ordinary measure of damages on a breach of contract is (subject to the restriction explained in *Hadley v. Baxendale*, 2 W. R. 302, and other similar cases) such a sum of money as will place the plaintiff in as good a position, in a pecuniary point of view, as if the contract

had been performed. There is a well-known exception to this rule when a vendor of land cannot complete a contract for its sale in consequence of being unable to make out a good title (*Flureau v. Thornhill*, 22 Bl. 1078). The principle of this decision is that the law of real property is so complicated that a land owner often does not know whether or not he has a good title to his land, and therefore every contract for the sale of land is considered to be subject to the implied condition that if the vendor is unable to make out a good title he is to be at liberty to rescind the contract. If the contract is so rescinded the vendee is entitled to be put in the same position as if the contract had never been made, but not in the same position as if it had been performed. That is, he is entitled to recover his deposit and expenses of investigating the title, &c., but not any compensation for the loss of the bargain.

Engell v. Fitch shows that the Courts will not extend the exception established by *Flureau v. Thornhill*. The plaintiff in *Engell v. Fitch* bought land from the defendant. The defendant had a good title, but there was a third person in possession of the land who refused to leave it. The defendant could have successfully maintained an action of ejectment against him, but refused to do so, and refused to complete the contract by delivering up possession.

In an action for his breach of contract the plaintiff was held entitled to be put in the same position as if the contract had been performed, and therefore to recover damages for the actual pecuniary loss caused to him by the defendant's refusal to complete, in addition to the return of the deposit, and payment of the expenses of investigating the title, &c. The Court held that, as the reason for the decision in *Flureau v. Thornhill*—viz., inability to complete the contract—did not exist here, the principle of that case did not apply, and that the case was governed by the ordinary rules relating to the measure of damages on breach of a contract. This judgment affirms the decision of the Court below.

ELECTRIC TELEGRAPH COMPANY—PRIVITY OF CONTRACT.

Playford v. The United Kingdom, &c., Company, Limited, Q.B., 17 W. R. 968.

An attempt was made in this case to show that an action at the suit of the receiver of a message will lie against a telegraph company if it makes a mistake in the transmission of the message by which the receiver suffers damage. The reason why no such liability can usually exist is because there is no privity of contract between the company and the receiver of the message—unless, of course, the sender is acting as the agent of the receiver. The contract is thus generally with the sender only.

In *Playford v. The United Kingdom, &c., Company* it was argued for the plaintiff, to whom a telegram with a mistake in it was delivered by the company which caused him pecuniary loss, that as the company was subject to certain statutory regulations under its private Act, it was bound to deliver messages correctly, apart from any question of contract, and that any one injured by a mistake in a telegram could maintain an action against the company. Some American cases were also cited, which were rather in favour of the plaintiff's contention.

It was held that the company's liability depended only on contract, and that consequently the plaintiff had no right of action. Of course, if the sender of a telegram acts in so doing as agent for the receiver, the receiver could then maintain an action if the message was not sent in accordance with the contract, as then the contract would be with the receiver himself. Unless, however, the contract is with the receiver, he has no right of action.

If the telegraph lines were going to remain in the hands of companies, this decision would be of considerable importance. Not, indeed, as being at all an unexpected decision, but only as showing the application of

the ordinary rules of law to the telegraph system. It would be a matter well worth consideration whether some statutory alteration ought not to be made as to the liability of telegraph companies if those companies were likely to continue to exist. As it is questions of an entirely different nature will have to be discussed, in consequence of the present project for the purchase and management of the lines of the companies by the Government. Hereafter points of law are not likely to arise with respect to the transmission of telegrams, although doubtless there will be much discussion as to the management of the telegraphic lines.

REVIEWS.

The Poor Rate Assessment and Collection Act, 1869 (32 & 33 Vict. c. 41), with introduction, notes, and index. By HUGH OWEN, Jun., Esq., of the Middle Temple, Barrister-at-Law. Together with the *Small Tenements Rating Act* (13 & 14 Vict. c. 99), &c. Third Edition. London: Knight & Co.

The Valuation Metropolis Act, 1869, with introduction, notes, and index. By DANBY P. FRY, Esq., of Lincoln's-inn, Barrister-at-Law, and of the Poor Law Board. London: Knight & Co.

We notice these two books together because their contents call for but little comment from a reviewer, and they are both specimens of a sort of publication that is becoming every day more common. As soon as any new statute is passed which concerns any branch of law of any general interest one may expect with the utmost confidence two or three editions of the statute, with "introduction, notes, and index" like those at the head of this notice. Such publications are not without their use. Their shape is generally convenient for carrying about, and it is moreover often useful to have an index to a statute and cross references to its different sections. These merits are possessed by the two books we are noticing, and we do not mean to express any unfavourable opinion of them when we say that they have little else to recommend them. They probably carry out the intention of their authors, but they cannot be considered as belonging to legal literature. They are simply editions of statutes.

Mr. Owen's book is the more ambitious of the two, as it contains references in its notes to some decided cases as well as to statutes which bear upon the provisions of the statute in the text. The most remarkable thing about the notes is the capricious way in which the references to the cases cited are given. The only rule Mr. Owen seems to have followed in giving these references is to exclude the *Weekly Reporter* altogether.

The first case cited is *Dodd and Southern v. Overseers of Bilton*: the references given are the *Law Reports* and the *Jurist*, where the case is reported as *Reg v. Dodd*; the *Law Journal*, where it is *Reg v. Bilton*; the *Law Times*, where alone it is *Dodd v. Bilton*; *Best & Smith's Reports*, where the case is called *Reg v. Dodd*, are not cited. The next case is *Reg v. Hall Dare*. The only reference given is 5 B. & S. 785, although the case is reported in the *Law Journal*, the *Weekly Reporter*, the *Law Times* and the *Jurist*. References to the reports most frequently cited are habitually left out; as for instance, at pp. 20 and 21, two cases in the Queen's Bench are cited from the *Law Journal* (a wrong page being given in one of them), and from the *Law Times*, but no reference is given to *Ellis & Ellis* or *Best & Smith's Reports*, where the cases are also to be found. Mr. Owen has apparently never heard of the *Weekly Reporter*. All the other reports occasionally find favour in his eyes, although he gives references to them very capriciously. The *Weekly Reporter* is not once cited. If the book should ever reach another edition, we hope this careless mode of citation will be altered, and we trust that by that time Mr. Owen will have at least learnt the names of the different series of reports.

The late Lord Manor (George Dundas), Judge of the Scotch Court of Session, whose decease was chronicled in our last number, was a younger brother of the Right Hon. Sir David Dundas, Q.C., who was Solicitor-General from July, 1846, to March, 1848, and filled the office of Judge Advocate-General from May, 1849, till February, 1852.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Winslow.)

Oct. 18.—*Ex parte Morris—Re the Duke of Newcastle.*

This was a petition for adjudication presented by Mr. Robert Morris, of Carlton-chambers, Regent-street, money dealer, against the Duke of Newcastle. The petition originally came on for hearing on the 13th of August, when, in consequence of a preliminary objection that the defendant, being a peer of the realm, was not liable to the provisions of the Bankruptcy Laws, the proceedings were adjourned until this day. It had been arranged that at the present sitting no witnesses should be summoned for examination, but that the argument should be limited to the question of law raised at the original hearing.

Read, for the Duke of Newcastle, said the petition assumed that the Court had jurisdiction over the defendant, but he was prepared to show that the Court had no jurisdiction. The 69th section of the Bankruptcy Act, 1861, under which the proceedings were commenced, must be so read as to bring it into complete harmony with the various other parts of the statute. For the Court to hold that all debtors were liable indiscriminately to the Bankruptcy Laws would be to do violence to principles that were accepted and known to exist—not by statute, but as parts of the *lex non scripta*. He contended that the privilege of a peer could not be destroyed by mere implication, as would be the case here if the petition were sustained; there must be a clear and deliberate expression in an Act of Parliament initiated by the peers themselves. Referring to the state of the law prior to the Act of 1861, he urged that the object of the statutes had been the protection of the debtor as an equivalent for the surrender of his assets; but a peer of the realm was superior to civil process; he could not be outlawed or arrested, and the bankruptcy statutes did not, therefore, apply.

Mr. Commissioner WINSLOW observed that all civil process was not comprised in arrest and outlawry. A writ of *fiat facias* might issue against the property of a peer.

Read said he referred only to civil process against the person. The object of the statute was protection to the person of the debtor and protection to his property for the benefit of his creditors, but in this case the debtor did not require protection for his person at all. He contended, secondly, that, assuming the Duke of Newcastle was subject to the provisions of the Act, the whole of the proceedings were irregular, and should have been taken under the 77th section of the Bankrupt Law Consolidation Act, 1849.

Sargood, Serjt., and *Bagley* contended that the proceedings were regular, and that the Duke of Newcastle was liable to the provisions of the Bankrupt Law. Bankruptcy had been described as an execution against the property of the debtor for the benefit of all his creditors. That was the essential spirit of bankruptcy; it aimed at nothing more, and was satisfied with nothing less, and the accident of imprisonment was quite beside the intention of the Legislature. They contended that under the old law the Duke of Newcastle would have been liable to become a bankrupt, and there was nothing in the new Act to limit the jurisdiction of the Court.

Read having been heard in reply.

Judgment reserved.

POLICE.

MARLBOROUGH STREET.

(Before Mr. TYRWITT.)

Oct 20.—*Refreshment Houses Act (23 & 24 Vict. c. 27, s. 18).*

Inspector Tierney and Police-serjeant Mackenzie, both of the C. division of police, charged with violation of duty at the house of Rose Burton, refreshment-house keeper, Jermyn-street, now appeared before Mr. Tyrwhitt for his decision.

Mr. Froggatt for the prosecution; Mr. Edward Lewis for the defence.

Mr. TYRWITT said,—"Rose Burton, the complainant, keeps a refreshment-house—No 4, Jermyn-street. On the morning in question, for all that appears, the house was closed at 1 o'clock, the proper time, in the absence of the complainant, who returned home about two in the morning from some party in the neighbourhood. A gentleman, who

was too late for conveyance to Dulwich, slept on the third floor. The other persons in the house at this time were a female servant, who, with a little boy, was asleep in bed on the third floor; the complainant, in her bath or dressing-room, on the second floor; and a waiter and barn-aid, who lived elsewhere and left the house after that visit of the police which was the subject of this summons. The complainant was undressing in the bath-room when the defendant Tierney, after searching the coal-cellar, and entering the maid servant's room on the third floor, knocked at the complainant's dressing-room door, demanding admittance. She showed herself with part of her dress removed, and shut the door in his face. The defendant continued to demand admission, and she to refuse it, saying she was not a prostitute. The defendant remained on the stairs by her room until half-past six in the morning. Her bedroom door, next adjoining the dressing-room, was open all night. Inspector Tierney insisted that some one was in the room with her, and the other defendant, Mackenzie, swore that he heard more voices than one in it. At half-past six the defendants left, posting a constable to watch the house. No results appeared.

"Now, the Act 23 & 24 Vict. c. 27, s. 18, provides that 'it shall be lawful for all constables and officers of police, when and as often as they shall respectively think proper, to enter into all houses licensed as refreshment-houses, and into and upon the premises belonging thereto'—very large and comprehensive words, and if pushed to the extent they may by some be held to bear, not only might every room and part of the premises be searched at every hour of the twenty-four, though tenanted at the time by the regular inmates, being women in or going to bed, but a constable might be posted and remain in every room or other part of the premises all day and night without an iota of evidence of facts to warrant such conduct. It seems to me that the Act justifies no such domiciliary visit as that here proved. It cannot be taken as law that because a policeman chooses or affects to believe without any present evidence of fact that at half-past two in the morning some one, male or female, is in the dressing-room of a female keeper of a refreshment-house when she is undressing for bed, he can demand admittance to that room, and, if refused, he can blockade her there for several hours.

"Nothing is imputed to the casual guest who slept on the third floor; but the defendant Mackenzie, when called for the defendant Tierney, swore in chief that he heard more than one voice in the dressing-room during the night. He was an eager listener, with a strong desire to hear what I am of opinion could not have been heard. At all events, on cross-examination by Mr. Williams, he said he heard no voice during four hours and a half. But supposing a second person to have been with complainant in the dressing-room, of which there is no evidence other than the above, and even assuming that other person to have been a man, what difference would it make in any summons for refusing to admit the police? That was their real course, whatever its probable fate would be on these facts. As to the credit to be given to the witnesses, the sergeant of police, Mackenzie, who is also a defendant, and was called for his inspector Tierney, has just as much interest in making out a defence for himself and the inspector as the complainant has in proving her case. Now, if there was no disposition to harass the complainant needlessly why was not the constable, who was posted outside the house at half-past six in the morning, posted there at half-past two, when the complainant refused the police admittance to her dressing-room? The police, no doubt, were right in watching the house, but no judicious officer can endorse vexatious conduct by the police where, as in this case, a distinct course is provided by the very same section of the Act which they seek to enforce—viz., that of summoning the complainant for refusing to admit them to some part of the licensed premises. I hold the defendants to have been, therefore, guilty of violation of duty."

Having regard to the good characters borne by the two policemen and the undoubted notoriety of the complainant's house, the magistrate fined Inspector Tierney £2 and 2s. costs; the summons against Mackenzie ought to be withdrawn, as he acted under Tierney's orders; but, if not withdrawn, he should fine him 20s. and 2s. costs.

Mr. Froggatt would at once withdraw the summons against Mackenzie, as there was no desire to do more than to decide a great public question.

Mr. E. Lewis hoped the fines would not be demanded at

once, as he should most likely be instructed to ask for a special case.

Mr. Tyrwhitt said the fines must be paid within fourteen days, and if a special case was required, there must be no delay about it.

Mr. E. Lewis said he would ask for a special case on several points of law.

APPOINTMENTS.

Mr. DONALD GRANT MACLEOD, barrister-at-law, has been appointed, by the Government of India, to be Judge of the Small Cause Court at Rangoon, in British Burmah. Mr. Macleod, who graduated B.A. and LL.B. at Trinity College, Cambridge, was called to the bar at the Inner Temple in June, 1865.

Mr. GEORGE WHITE, solicitor, of Danes'-inn, Strand, London, and also of Guildford, Portsea, and Portsmouth, has been appointed Registrar of the Guildford County Court, in the room of Mr. Henry Marshall, who has retired. Mr. White was certificated as an attorney in Trinity Term, 1851, and has for some time been Deputy Registrar of the Guildford County Court, under Mr. Marshall.

Mr. ALEXANDER BEALE, solicitor, of Reading, has been appointed a Commissioner for taking the acknowledgments of deeds to be executed by married women in and for the counties of Berks and Oxford.

GENERAL CORRESPONDENCE.

INSURANCE COMPANIES AND THEIR AMALGAMATIONS.

Sir,—Your remarks upon the arguments contained in my letter which appeared in your number of the 16th October instant, I submit, do not answer them.

1. I say in substance that the contracting company had not any right to rescind its contract without the assent of the other contracting parties, by making it obligatory on the policyholders to accept the surrender value of their policies, or in default of their so doing to forfeit their policies. Indeed, it is evident that if such a right existed policies of insurance upon lives would be valueless, for, in cases where the policyholders have fallen into a bad state of health so as to render an early claim probable the company would release itself from liability by requiring the policies to be surrendered on paying the surrender value. The surrender value of the policies it is manifest would not represent the value of the policies in such cases.

2. I say that, at the time the policyholders had notice of the so called amalgamation the company did not afford them the means of obtaining such surrender value, even if they should have been disposed to take it, as at that time there was not any person authorised to act for the company.

3. You say that no Court would decree specific performance to compel a company to carry on business until the death of the assured. You will see by my letter that I admit that an insurance company has a right to cease to take future business, but it is a very different thing for it not to be obliged to wind up the business it has already transacted, and afford its policyholders the means of performing their contracts. There surely cannot be a doubt but that this is quite reasonable and practicable. It is what a very respectable company is now doing—that is to say, keeping open an office to carry out the contracts it has entered into, but not taking future business.

4. You say that policyholders should notify to the company that they decline to accept the substituted liability of the new one.

In answer to this—

1. I say that the policyholder, not being cognisant of the terms of the arrangement with the continuing company, cannot assume that the arrangement, called amalgamation, made in a deed to which he is not a party, is to have the effect of substituting the new company for the contracting company, and releasing the contracting company from the liability to perform its contracts.

2. That after the company was dissolved there was not any person to whom such notification could be given; and moreover, I say that if the deed of transfer contained a stipulation that the premiums were only to be received by

the continuing company upon condition that the policyholder released the contracting company, even if such a stipulation were fair and legally binding without the assent of the policyholder, it was at least incumbent on the company to inform the policyholder when he paid his premium that it was only upon such a condition that it would be received. I would further say, in addition to my former remark, that the contracting company has not a right to impose such a condition on its policyholders; that having regard to the contract such a condition would not only be legally but morally fraudulent, and such as no Court could enforce. It is not only of the essence but part of the terms of the contract that the policyholders are not only to look to the funds and assets of the contracting company, but also to its subscribed capital, which in the case in which I am interested is £500,000. Now, if the condition sought to be enforced on the policyholder is to have the effect of releasing the contracting company from paying up its subscribed capital, the result would be that he is to be deprived of such security, and look only to the subscribed capital of the continuing company which is subject to the claims of its own policyholders and creditors.

To show how unreasonable such an arrangement would be, I will refer to the case of the Albert Insurance Office. The capital of that office is £500,000, which, if the result contended for be right, will have to meet not only its own liabilities, but also the liabilities of all the amalgamated companies. There are more than twenty, but say twenty. Taking the average subscribed capital of each company to be £500,000, the contracts entered into by these twenty companies provided a subscribed capital of *ten millions sterling* to meet the claims upon them. Can it be said that the substitution of a capital of £500,000, encumbered with liabilities of its own, for a capital of *ten millions* is a just and equitable arrangement which a Court would enforce against an unwilling policyholder?

ANOTHER POLICYHOLDER IN ONE OF THE AMALGAMATED OFFICES.

Oct. 21.

[Our correspondent a little misunderstands us. Undoubtedly assurance companies have "no right" to hand the assured over to another company; but a person may adopt a transfer which the party who contracted with him had no right to make, and the question will be whether or no policyholders in absorbed companies have by acquiescence adopted that which they were under no obligation to recognise. As regards the specific performance point, we think that the keeping up an insurance office would fall within that class of cases in which the Court of Chancery refuses to compel a defendant to perform what he contracted to do, because it would not have the power of enforcing the carrying out of its order.—ED. S.J.]

ACKNOWLEDGEMENTS OF MARRIED WOMEN.

Sir,—Allow me to refer your correspondent "A Perpetual Commissioner" to "Gray's Country Attorney's Practice" as to the point he alludes to in your last number. He will see by looking at pp. 405 *et seq.* that where the solicitor concerned makes the affidavit and is a commissioner there must be two examinations, one by the uninterested commissioner, and another by the other commissioner, both then taking care to take the acknowledgment, and the uninterested commissioner *seeing* the other sign the certificate as well as signing it himself.

As your correspondent says, we are charged to carry out the law strictly, and as a commissioner I think we ought to be most minute in following the *Regule Generales*.

Ringwood, Hants, Oct. 20.

W. READE, Jun.

THE LATE ELECTION OF CLERKS TO THE MANCHESTER MAGISTRACY.

Sir,—Will you permit me to call the attention of the profession to an election which seems to me to afford a precedent for depriving its members of one of the few offices which are yet left to be filled by them. I find it announced in the Manchester papers of to-day that Mr. Richard James Walker and Mr. Frederick Rutter have been elected joint clerks to the magistrates for the Manchester district of the county of Lancashire, by a majority of 29 to 9 over Mr. J. A. Foyster. Mr. Rutter is the son of the late clerk, and I believe that Mr. Walker was a clerk in his office, but neither of those gentlemen are attorneys; at any rate their names do not occur in the *Law List*, and I am informed that

Mr. Walker has never been articulated, and that Mr. Rutter although he has served his time has never passed his examination and been admitted.

Manchester, Oct. 19.

PALMAM QUI MERUIT FERAT.

IRELAND.

THE PROFESSORSHIP OF LAW IN CORK COLLEGE.

We understand that the royal warrant has been received at the Castle by which the appointment of the Professor of English Law in the Queen's College, at Cork, has been conferred upon Mark S. O'Shaughnessy, Esq., barrister-at-law. The Executive has made an excellent selection; and one which will gratify a large circle of professional and private friends of the gentleman upon whom this important office has been conferred. Mr. O'Shaughnessy has had much experience, gained in the active practice of his profession; and during his connection, some time ago, with such periodicals as the *Irish Jurist*, the (London) *Solicitors' Journal*, and the *Law Magazine*, he contributed largely to legal literature. As a member of the Dublin Statistical Society, of which he was one of the honorary secretaries, and of the Social Science Association, in which he also held office, he has laboured with ability and zeal in the cause of law reform. His acquirements, therefore, eminently qualify him to impart sound theoretical and practical professional instruction; and we believe we may say that his appointment will give general satisfaction to the profession and the public.—*Saunders' News Letter*.

SCOTLAND.

July 14.—*Anderson v. Edmond*.

Expenses—Jury trial—Counsel's fees—Court of Session Act, 1868.

Sixty guineas allowed to senior counsel, and forty-five to junior counsel, for a two days' jury trial on circuit. The expenses of the country agent coming to Edinburgh to attend a consultation allowed, he being the agent who was to conduct the jury trial.

This case was tried at Aberdeen last circuit, and resulted in a verdict for the defender. Objection was taken by the pursuer to the amount of fees allowed by the auditor to counsel, and also to expenses being allowed to the defender's Aberdeen agent for coming to Edinburgh to a consultation. The case had been down to come on on a Thursday, but it was understood that it was not to begin till Friday. The case terminated at eleven o'clock on the Saturday night, and counsel were therefore necessarily absent from Edinburgh from Thursday morning till Monday evening. The fees sent to counsel for the defender, and allowed by the auditor, were forty guineas the first day, and twenty guineas the second to senior counsel, and thirty guineas the first day to junior counsel and fifteen the second. A case was quoted by the pursuer, in which the Court allowed forty-five guineas to the senior and twenty-five to the junior counsel for a two days' jury trial in Edinburgh.

Crichton, for pursuer.

Asher, for defender.

LORD PRESIDENT.—It is a matter of great consequence to give facilities to the trial of causes on circuit. Thereby the parties are expected to be able to try causes more economically than in Edinburgh, since there is no longer the expense of bringing witnesses here. The objection to jury trials on circuit is the cost of taking counsel there, for it is not to be expected that the same remuneration only is to be given as is given in Edinburgh, where the only loss is the time of the trial. Had this cause been tried here, it would certainly have been a three days' trial, and in that event the expenses allowed for fees to counsel would have been forty-five guineas to the senior, and thirty-five to the junior counsel. The difference thus between what we would have allowed and what the auditor has allowed is only £26 5s., and I think that is much less than what the expense of bringing these witnesses to Edinburgh would have been. As to the second point, which is also of great importance, it raises for the first time a question under the 50th section of the Court of Session Act, 1868. That section provides that, "at the trial of any civil cause at a circuit town, any

agent qualified to practise in the sheriff-court of any county comprised within such circuit may attend such trial as sole agent in the cause, and shall be allowed for his attendance, and for all necessary business performed by him in connection with such trial, the same fees as are allowed to agents in the Court of Session." Here the country agent did act as sole agent in the cause; but it is objected that he is allowed for expenses in coming to Edinburgh to attend the consultation the night before. I think, however, the Act must imply that the expense must be allowed him of transferring himself here.

The other judges concurred.—*Scottish Law Reporter*.

OBITUARY.

RIGHT HON. J. E. WALSH.

We have to record the death of the Right Hon. John Edward Walsh, Master of the Rolls, Ireland, who expired at Paris on the 19th October, on his return from Italy. The right hon. gentleman was the son of the late Rev. Robert Walsh, LL.D., Vicar of Finglass, and author of a "History of Dublin" and other works, by Ann Eliza, daughter of the late John Bayly, Esq. He was born in November, 1818, and had therefore nearly completed his fifty-first year. Mr. Walsh was educated at Trinity College, Dublin, where he graduated A.B. in 1837, having then obtained a scholarship and a first moderatorship, and in 1845 was created LL.D. by Dublin University. In 1839 he was called to the Bar in Ireland, having previously been a member of the Middle Temple in London, and was appointed a Queen's Counsel in January, 1857. On the formation of Lord Derby's government in June, 1866, Mr. Walsh was elected to fill the post of Attorney-General for Ireland, and in the following month he was returned to Parliament as member for the University of Dublin, succeeding Mr. Whiteside, who became Chief Justice of the Irish Court of Queen's Bench. In November of the same year he was appointed Master of the Rolls in Ireland, on the death of the Right Hon. T. B. Cusack-Smith, who had held the office for twenty years. Mr. Walsh was the author of some legal works, among which may be mentioned "The Irish Justice of the Peace," "Reports of Cases in Chancery."

HON. W. G. KNOX.

We have to announce the death of the Hon. William George Knox, Chief Justice of the island of Trinidad, in the West Indies, who expired at San Fernando, his residence there, on the 17th September, in the sixty-fourth year of his age. The late Chief Justice was called to the Bar at the Inner Temple in January, 1831, and was appointed Solicitor-General of Trinidad in 1845. In the following year he was raised to the bench as Puisne Judge, and in 1849 was promoted to be Chief Justice of the colony, which position he has thus occupied for a period of twenty years. As Chief Justice and Judge of the Vice-Admiralty Court he received a salary of £1,500 per annum, and he was also a member of the Legislative Council.

MR. G. J. DURRANT.

Mr. George John Durrant, solicitor and Parliamentary agent, of Bedford-row, died on the 10th October, at Guildford-street, Russell-square. The deceased gentleman was enrolled as a solicitor in Easter Term, 1843, and held the appointment of solicitor to the Law Union Life Assurance Company.

MR. R. H. HELLINGS.

The death of Mr. Robert Hawkins Hellings, solicitor, of Bath, took place at Grosvenor-place, in that city, on the 15th October, at the age of seventy-four years. Mr. Hellings has been for many years in practice at Bath, and latterly was in partnership with his son, Mr. Robert Wintle Hellings. He was a commissioner for taking affidavits in the county palatine of Lancaster, and also a commissioner to administer oaths.

MR. T. A. WOODBRIDGE.

Mr. Thomas Anthony Woodbridge, solicitor, of the firm of Woodbridge & Sons, Clifford's-inn, Fleet-street, died at New Brentford, Middlesex, on the 15th October, at the age of sixty-three years. The late Mr. Woodbridge's certificate as a solicitor dates from Hilary Term, 1843, and he was a

commissioner to administer oaths in chancery, and also in the common law courts. The deceased gentleman was in partnership with his two sons—Mr. Stephen Woodbridge, certificated in 1857; and Mr. T. A. Woodbridge, jun., whose certificate dates from 1861. The business of the firm was likewise carried on at Brentford and Hounslow.

CHANCERY RETRENCHMENT.

(From the *Times* of Oct. 19.)

Now that Lord Westbury makes his £5,000 a year so beneficial to his country by his judicial aid in the House of Lords and the Privy Council why should not Mr. Gladstone and the Chancellor of the Exchequer take advantage of the vacancy in the Chancery Appeal Court to save £6,000 a year in another quarter? It is well known by practitioners in the Chancery courts that the powers of primary jurisdiction are in excess of the requirements of the public, and that the delay, small as it now is comparatively with times of old, is occasioned by the inadequacy of strength to the work required in the Equity chambers; in fact, the Equity courts in this country have become only compilers and extractors of bewildered account-books—a duty properly of those gentlemen who inhabit accountants' chambers. The actual equity business relating to property is now so small that the institution of Vice-Chancellors has, in truth become unnecessary, and even with the other court cases there is a difficulty in distributing it so as to give even an apparent work in court to the four junior Equity Judges, though their chambers are thronged with expectant and disappointed suitors. The points of law for argument and decision by the judges in court are so few in comparison with the inquiries by their clerks that despair often marks the countenance of the gentlemen learned in the law. It is obvious, then, that the proper course is to reduce the number of judges while increasing the staff of those who remain. This may effectually and economically be managed by taking from the Master of the Rolls the functions of a judge of primary instance, and making that officer for the time being senior judge of the Court of Appeal in Chancery as constituted by the Acts establishing that court, and then to distribute his three chief clerks with their subordinate staff between the three Vice-Chancellors, and thus the £6,000 a year can be saved.

A short Act could declare the Master of the Rolls for the time being to be chief judge of the Court of appeal in Chancery; that his chief clerks, with their staff, should be assigned between the Vice-Chancellors as additional officers in chambers by a general order in chancery; that the Lord Chancellor and Vice-Chancellors should, by general orders, distribute all primary jurisdiction matters between the Vice-Chancellors.

No additional officers are required, and the salaries of the present holders are already subject to the Treasury: neither are new courts required, those now attached to the Rolls' Court being confessedly the best in use, an arm-chair for the junior judge of appeal being the only article of furniture with which the country need be charged. The Master of the Rolls would retain his jurisdiction, inclusive of that of keeper of the public records, with its depositories and management, and would have increased time to devote to that greatly extending and valuable department. The duties of the Petty Bag, with the jurisdiction over solicitors, might still be retained, as well as the department for orders of course, for the Vice-Chancellors have already jurisdiction to overrule any erroneous orders made there in causes attached to their courts, and the present ease, rapidity, and cheapness with which a slip in a cause can be remedied there might still afford the assistance of which solicitors are glad to avail themselves, while their clerks could continue to learn practice from the learned gentleman who well exercises the powers of the office.

The present chambers of the clerks form part of the Rolls estate, and might be advantageously used for the Public Record-office, the business of which is rapidly increasing, and until Parliament meets the Lord Chancellor and Lord Justice Giffard may together well transact the greater matters of the business of appeal, while the Act passed in consequence of the illness of Lord Justice Rolt will enable the Lord Justice alone to dispose of minor matters.

When Lord Justice Selwyn ceased to sit there was no appeal remaining unheard, and the few which may since have been set down may surely be disposed of by the Lord Chancellor and Lord Justice Giffard, or can bear delay

until Parliament can act; and therefore, under all circumstances, why should not Mr. Gladstone and the Chancellor of the Exchequer save the country at least £6,000 a year?

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Oct. 22, 1869.

(From the Official List of the actual business transacted.)

3 per Cent. Consols, 93½	Annuities, April, '85, 11 15-16
Ditto for Account, Nov. 4, 93½	Do. (Red Sea T.), Aug. 1908
3 per Cent. Reduced 92	Ex Bills, £1000, — per Ct. 10 p m
New 3 per Cent., 92	Ditto, £500, Do — 10 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 10 p m
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 237 x d
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 21½	Ind. Enf. Fr., 5 p Ct., Jan. '73 104
Ditto for Account	Ditto, 5½ per Cent., May, '79 111
Ditto 5 per Cent., July, '80 114½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 100½	Do. Do., 5 per Cent., Aug. '73 104
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000 28 p m
Ditto Enfaced Ppr., 4 per Cent. 92½	Ditto, ditto, under £1000, 28 p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	71
Stock	Calcutta	100	80½ x d
Stock	Glasgow and South-Western	100	104
Stock	Great Eastern Ordinary Stock	100	27½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	107½
Stock	Do., A Stock*	100	104½
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	56½
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	124½
Stock	London, Brighton, and South Coast	100	45
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	118½
Stock	London and South-Western	100	90
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	87
Stock	Midland	100	119
Stock	Do., Birmingham and Derby	100	88
Stock	North British	100	34
Stock	North London	100	120
Stock	North Staffordshire	100	87
Stock	South Devon	100	42
Stock	South-Eastern	100	77½
Stock	Tail Vale	100	155

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
5000	5 p c & 6 s	Clerical, Med. & Gen. Life	100	10 0 0	31 2 6
4000	40 p c & 6 s	County	100	10 0 0	85 0 0
25536	5 p c & 6 s	Eagle	50	5 0 0	7 0 0
10000	7½ s 6 d p c	Equity and Law	100	6 0 0	7 13 0
20000	7½ s 6 d p c	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary	105	—	94 0 0
4600	5 per cent	Do. New	50	50 0 0	44 0 0
5000	5 & 3 p s b	Gresham Life	20	5 0 0	—
20000	5 per cent	Guardian	100	50 0 0	32 0 0 x d
20000	2½ p c	Home & Col. Ass., Limtd.	100	10 0 0	17 10 0
7500	10 per cent	Imperial Life	50	5 0 0	3 0 0
6000	6 per cent	Law Life	100	2 10 0	3 17 6
10000	32½ p c	Law Life	100	10 0 0	90 0 0
100000	10 per cent	Law Union	10	10 0 0	0 17 6
20000	5½ 7½ 6 d p c	Legal & General Life	50	8 0 0	9 5 0
20000	4½ 12½ 6 d p c	London & Provincial Life	50	4 17 8	4 15 0
40000	16 per cent	North Brit. & Mercantile	50	6 0 0	20 0 0
2500	12½ & 6 s	Provident Life	100	10 0 0	0 15 0 x d
689220	20 per cent	Royal Exchange	Stock	All	310 0 0
—	6½ per cent	Sun Fire	—	All	100 0 0

MONEY MARKET AND CITY INTELLIGENCE.

The funds were dull until the middle of the week, when an improvement took place. It is not, however, anticipated that many purchases will be made pending the decision of the Government as to the manner in which the purchase-money of the telegraphs is to be raised. Railway investments opened with great firmness, except Metropolitan; they afterwards gave way somewhat, but are still pretty steady. The Indian Guaranteed Stocks were very strong in the middle of the week, but after-

wards fell back. The discount demand is small. The bullion in the Bank is diminishing.

A prospectus is issued of the British Indian Extension Telegraph Company (Limited) (Ceylon to Singapore); capital, £460,000, in £10 shares, of which 13,000 paid-up shares are reserved for the contractor, leaving 33,000 for subscription.

At Judges' Chambers on Wednesday an application was made to Master Johnson for a "new trial" in a county court case. An action was brought in the Exchequer, and referred at chambers to a county court. When appointed to be heard the plaintiff was not prepared, and was nonsuited. His attorney now applied for a new trial, which the defendant opposed on the ground that the county court judge had directed a nonsuit. On the other side it was urged that, as the trial was ordered at chambers, the same power could now be exercised at chambers to direct a new trial. Master Johnson declined to grant the application. He said it was in his opinion an application for the Court to deal with.—*Full Mail Gazette.*

On Thursday, at the Essex Quarter Sessions, held at Chelmsford, Mr. Edward George Craig, a solicitor, of Braintree, was charged with fraudulently appropriating to his own use moneys of a beerhouse keeper of the same town. It appeared that the defendant had been bankrupt, and his counsel contended that he had through negligence got the prosecutor's money mixed up with his own, and for that he was liable only to be proceeded against in a civil court. The jury returned a verdict of guilty, and the defendant was sentenced to twelve months' imprisonment with hard labour.

A *Smart Judge*.—The *Barrat Star* has the following description of Mr. Justice Forbes officiating in the county court at Barrat:—"Standing erect, or walking, hands in pocket, the judicial eye still forced the case through, winging the business over and with quiet jokes, more or less pointed, and sometimes slightly barbed. 'Will your Honour postpone the case till to-morrow, and I'll pay the costs of the day?' asked an attorney, whose client, the defendant in a case that, under Judge Rogers' hands, would not have come on till next day, had gone away. The judge replied, 'Men's lives are cut down to three score years and ten, and sometimes less, so a day is of no consequence; verdict for plaintiff.' In another case, an attorney pleading for more costs, said, 'I've witnessed, your Honour, that have come a long way.' 'Send 'em back as fast as possible,' replied the facetious judge, 'and apologise to them for the trouble you gave 'em.' In another case, where a plaintiff sued for 13s. 6d. for damages done by some dogs to his carcases of sheep, the judge found for the plaintiff, quietly soliloquising—"Thirteen and sixpence, and there are two witnesses, 10s.; he won't get much out of it.' The case *Mars v. Surplice* being called on, the judicial joker said, *sotto voce*, 'The old conflict of sword and gown.' But these are only a few of the little pleasant asides whose name was legion. The whole day's discipline was what our American friends call 'a caution.'"

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOMPAS—On Oct. 15, at 32, Gloucester-road, Regent's-park, the wife of Henry Mason Bompas, Barrister-at-Law, of a daughter.

CORFIELD—On Oct. 16, at No. 80, Gloucester-road, Regent's-park, N.W., the wife of Henry Christian Corfield, solicitor, of a son.

SPITTA—On Sept. 9, at Lahore, Punjab, East Indies, the wife of C. H. Spitta, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

MERRICK-REDHEAD—On Oct. 14, at St. Mary's, Aylesbury, Wm. Merrick, Jun., Solicitor, of 6, Old Jewry, E.C., and Bradford-on-Avon, to Frances Ann, younger daughter of Edward Redhead, Mus. Bac., Oxon, formerly of Aylesbury.

MURLEY-BIDGOOD—On Oct. 14, at Christ Church, Albany-street, E. C. Morley, Esq., of 69, Mark-lane (late of 3, King's Bench-walk, Temple), to Frances, youngest daughter of the late A. M. Bidgood, Esq., of 6, Vigo-street.

DEATHS.

HELLINGS—On Oct. 15, at No. 3, Grosvenor-place, Bath, Robert Hawkins Hellings, Solicitor, aged 74.

JONES—On Oct. 17, at his house, 1, Craven-hill-gardens, Thomas Jones, Esq., Q.C., aged 57.

WOODBIDGE—On Oct. 15, at New Brentford, Middlesex, Thomas Anthony Woodbridge, Esq., Solicitor, aged 63.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Oct. 15, 1869.

UNLIMITED IN CHANCERY.

Family Endowment Society.—Petition for winding up, presented Oct. 12, directed to be heard before Vice-Chancellor James on the first petition day in Michaelmas Term. Clayton & Sons, Lancaster-pl., Strand, solicitors for the petitioner.

STAMNARIES OF CORNWALL.

Powhallow Moor Mining Company.—Petition for winding up, presented Oct. 2, directed to be heard before the Vice-Warden, at the Prince's-

hall, Truro, on Nov 10 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Nov 7, and notice thereof must at the same time be given to the petitioner, his solicitors, or their agents. Hodge & Co, Truro, petitioner's solicitors; Gregory & Co, Bedford-row, agents.

TUESDAY, Oct. 19, 1869.

LIMITED IN CHANCERY.

One Wine Company (Limited).—Petition for winding up, presented Aug 19, directed to be heard before Vice-Chancellor James on Nov 6. Wadson & Malleon, Austinfriars, solicitors for the petitioners.

Spence's Patent Nonconducting Composition and Cement Company (Limited).—Petition for winding up, presented Oct 1, directed to be heard before the Master of the Rolls on Nov 6. Bailey, Tokenhouse-yard, solicitor for the petitioners.

UNLIMITED IN CHANCERY.

Imperial Guardian Assurance Company.—Petition for winding up, presented Sept 28, directed to be heard before Vice-Chancellor James on the first petition day in Michaelmas Term. Alcock, Queen-st, Brompton, solicitor for the petitioner.

National Provincial Insurance Association.—Petition for winding up, presented Oct 5, directed to be heard before Vice-Chancellor James on the first petition day in Michaelmas Term. Dean & Chubb, South-sq, Gray's-inn, solicitors for the petitioner.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Oct. 15, 1869.

Bateson, Jas, Nether Green, Woodhouse, York, Gent. Dec 1. Simpson, Leeds.

Buckenham, Chas, Landon, Essex, Farmer. Nov 9. Woodard, Ingram-st, Finchurch-st.

Burnham, Emma, Baseton, Notts, Widow. Dec 1. Percy & Co, Nottingham.

Burton, Jas Thos, Theobald's-rd, Oilman, Dec 1. Rao, Mincing-lane.

Carajanaki, Demetrius Geo, Merton-rd, Adelaide-rd, Hampstead, Wine Merchant. Dec 1. Anderson & Stanford, St James-st Bedford-row.

Castle, John Davis, Banwell, Somerset, Miller. Dec 1. Woolfryas, Banwell.

Clegg, H, Waterfoot, Lancashire, Innkeeper. Nov 13. Hall, Bacup.

Huskinson, John Chas, Wm, Mecklenburg-sq, Manufacturing Chemist. Nov 30. Parker & Co, Bedford-row.

James, Hy, Redruth, Cornwall, Mining Captain. Dec 30. Dommatt, Gutter-lane, Cheapside.

Leake, Georgiana Mary, Earle's-ter, Kensington, Widow. Dec 26. Buckle, Eastcheap.

Lees, Saml, Southport, Lancashire, Esq. Dec 25. Thomas & Wharton, Manch.

Lewis, Phoebe, Argyle-rd, Stepney, Spinster. Nov 22. Morris & Co, Fishbury-circus.

Mackmurdo, Gilbert Wakefield, New Broad-st, Esq. Dec 1. Gosset, Coleman-st.

Maddox, Jas Short, William-st, Deptford, Gent. Nov 16. Sandom & Kersey, Deptford.

Moore, Eliz, Appleby, Leicester, Spinster. Dec 21. Smith & Mammatt, Ashby-de-la-Zouch.

More, Count de la, New Bond-st. Jan 1. Westall & Roberts, Leadenhall-st.

Mori, Christiana Margaret, Osnaburgh-st, Spinster. Nov 30. Torr & Co, Bedford-row.

Nash, Chas, Hinxton Grange, Cambridge, Esq. Jan 1. Beddome, Nicholas-lane, Lombard-st.

Noble, Jane, Oswestry, Salop, Widow. Dec 3. Minshall, Oswestry.

Owen, Mary, Leamington Priors, Warwick, Widow. Dec 16. Haymes & Co, Leamington.

Powell, Wheeler, Dunhill Steep, nr Petersfield, Hants, Farmer. Nov 18. Potter, Farnham.

Sama, Joseph, Belvedere-rd, Acre-lane, Brixton. Dec 1. Cronin, Southamton-row, Bloomsbury.

Tall, Esther, Clifton-rd East, St John's Wood, Spinster. Nov 30. Pain, Marylebone-rd.

West, Eliz, Maston, York, Widow. Dec 1. Levett & Champeny, Kingston-upon-Hull.

Whitehead, Theophilus, Lpool, Gas Fitter. Nov 15. Mason, Lpool.

Whiting, Louisa, Langley Cottages, Lewisham, Widow. Nov 39. Buckle, Eastcheap.

TUESDAY, Oct. 19, 1869.

Broadhurst, Thos, Broseley, Salop, Wheelwright. Nov 1. Potts & Son, Broseley.

Brook, Hy, Longwood, York, Shopkeeper. Dec 31. Hesp & Co, Huddersfield.

Buttery, Edwd, Bruncliffe, York, Gent. Nov 30. Barr & Co, Leeds.

Darlings, Mary Ann, Waterbeach, Cambridge, Widow. Nov 20. Eaden & Co, Cambridge.

Griffin, Thos, Buxar, East Indies, Indigo Planter. Nov 30. Cunliffe, Chancery-lane.

Palmer, Jas, Flaxton, York, Surgeon. Dec 20. Wood, York.

Peck, Wm, Luccombe, Somerset, Yeoman. Nov 26. White & Son, Williton.

Sillmann, Elkan Michaelson, Esther-pl, Upper Holloway, Gent. Dec 14. Harris, Moorgate-st.

Stapleton, Geo, High-st, Croydon, Clothier. Dec 10. Hogan, Martin's-lane, Cannon-st.

Tuck, Chas, Epping, Essex, Tailor. Nov 19. Batchelor, Essex-st, Strand.

Wilkinson, Joseph, Newcastle-upon-Tyne, Yeoman. Nov 16. Browne, Gateshead.

Wright, Catharine, Lpool. Dec 10. Eden & Co, Lpool.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Oct. 15, 1869.

Anderson, Wm Bain, & David Chas Anderson, Halifax, Woolstaplers. Oct 4 Comp. Reg Oct 14.

Atkinson, Thos, Sowerby Bridge, York, Woollen Manufacturer. Sept 16. Comp. Reg Oct 14.

Barton, Edwin Irwin, Gerrard-st, Soho, Trainer. Oct 4. Comp. Reg Oct 13.
 Basson, Augustin, Clifton, nr Bristol, Berlin Wool Dealer. Sept 29. Asst. Reg Oct 12.
 Bayne, Jas, Eton-rd, Plumstead, Bootmaker. Sept 28. Comp. Reg Oct 12.
 Beale, John, Richmond-rd, West Brompton, Builder. Sept 28. Comp. Reg Oct 15.
 Bell, Richd, Wellington-ter, Paddington-green, Grocer. Sept 16. Asst. Reg Oct 14.
 Bennett, Thos Ward, Brierly-hill, Stafford, Hosier. Sept 16. Comp. Reg Oct 14.
 Betts, John, Piccadilly, Coach Builder. Oct 11. Comp. Reg Oct 13.
 Billingsley, Chas, Manch, Saddler. Sept 9. Comp. Reg Oct 13.
 Bridges, Geo Alfd, Sheffield, Hatter. Sept 26. Asst. Reg Oct 13.
 Brierly, Joseph, Huddersfield, York, Yarn Spinner. Sept 13. Asst. Reg Oct 13.
 Brooks, Thos, Aldersgate-st, General Printer. Oct 6. Comp. Reg Oct 13.
 Cooper, Geo, Scarborough, York, Watch Maker. Sept 17. Asst. Reg Oct 14.
 Coupland, Mary, Kingston-upon-Hall, Confectioner. Sept 24. Comp. Reg Oct 13.
 Duer, Geo Black, New Bond-st, Baker. Aug 16. Arrangement. Reg Oct 12.
 Dunn, Chas Birtill, Weston-super-Mare, Somerset, Nurseryman. Sept 25. Asst. Reg Oct 15.
 Fennell, Jas Sumner, South Lambeth-rd, Lambeth, Commercial Traveller. Sept 25. Comp. Reg Oct 11.
 Finch, Isaac, & John Finch, Sticklepath, Devon, Edge Tool Makers. Aug 30. Asst. Reg Oct 15.
 Grose, Michael Bernhard, Abbey-st, Bethnal-green, Moulding Manufacturer. Oct 12. Comp. Reg Oct 13.
 Hall, Wm, Bilston, Stafford, Licensed Victualler. Sept 16. Asst. Reg Oct 13.
 Harris, Edwd Wm, Sunbury, Middlesex, Publican. Sept 20. Comp. Reg Oct 13.
 Heath, Chas, Willow Brook-rd, Peckham, Glass Cutter. Oct 11. Comp. Reg Oct 14.
 Hoyle, Geo, Dawbury, York, Blacksmith. Sept 23. Comp. Reg Oct 14.
 Jones, Richd, Ystrad Rhondda, Glamorgan, Grocer. Oct 9. Comp. Reg Oct 14.
 Larnach, John Logan, Birro, Printer. Sept 29. Comp. Reg Oct 14.
 Montgomery, John, Salford, Lancashire, Provision Merchant. Sept 17. Comp. Reg Oct 14.
 Moss, Geo, Torrington-sq, Wine Merchant. Oct 1. Comp. Reg Oct 14.
 Nash, Thos, Felthorpe, Norfolk, Miller. Sept 10. Asst. Reg Oct 14.
 Noble, Geo, Leeds, Auctioneer. Sept 14. Asst. Reg Oct 15.
 Poulton, Geo, & Shuffrey Poulton, Market-st, Croydon, Grocers. Sept 29. Comp. Reg Oct 14.
 Richardson, Geo, Leeds, Draper. Oct 1. Comp. Reg Oct 12.
 Ridley, Geo, Monkwearmouth Shore, Durham, Block Maker. Sept 20. Comp. Reg Oct 15.
 Russell, Fras, King's Norton, Worcester, Car Proprietor. Oct 2. Comp. Reg Oct 12.
 Sanderson, Jas Bruce, Ellington-st, Islington, Printer. Sept 15. Asst. Reg Oct 11.
 Satchwell, Geo, & Chas Wm Burs, Upper Thames-st, Tea Dealers. Sept 18. Asst. Reg Oct 15.
 Shackell, Joseph, Myddleton-st, Clerkenwell, Watchmaker. Oct 7. Comp. Reg Oct 14.
 Smith, Richd Horatio, Park-cottages, Loughborough Park, Brixton, Comm Agent. Sept 20. Comp. Reg Oct 13.
 Swabey, Edmund, Leeds, Ho Merchant. Oct 12. Comp. Reg Oct 15.
 Vint, Thos Dickinson, Sunderland, Durham, Chemist. Sept 13. Comp. Reg Oct 14.
 Vosper, Fredk, Bonner-rd, Victoria-park, Manufacturer of Fancy Goods. Sept 21. Asst. Reg Oct 15.
 Webster, Geo, Nottingham, Boot Manufacturer. Sept 17. Comp. Reg Oct 13.
 Williamson, Thos, & Edwin Williamson, Newcastle-upon-Tyne, Shoe Dealers. Sept 25. Comp. Reg Oct 12.
 Wonfor, John, Upper Sydenham, Clothier. Sept 10. Asst. Reg Oct 11.

TUESDAY, Oct. 19, 1869.

Bates, Joseph, Walsall, Stafford, Furniture Dealer. Oct 9. Comp. Reg Oct 18.
 Bellaers, Jas, Salmon's-lane, Limehouse, M. D. Oct 7. Comp. Reg Oct 14.
 Bland, Edwd, Westbromwich, Stafford, Grocer. Oct 4. Comp. Reg Oct 16.
 Calveocressal, John, Lpool, Merchant. Oct 1. Comp. Reg Oct 18.
 Cocks, Wm, Bungay, Suffolk, Grocer. Sept 18. Asst. Reg Oct 15.
 Corker, Joseph, Barnsley, York, Boot Manufacturer. Oct 9. Comp. Reg Oct 16.
 Coward, Wm, Gramere, Westmoreland, Boot Maker. Sept 25. Asst. Reg Oct 16.
 Cunliffe, Jas, Blackburn, Lancashire, Grocer. Sept 23. Asst. Reg Oct 15.
 Dallas, Hector Chas, Merthyr Tydfil, Glamorgan, Travelling Draper. Sept 24. Asst. Reg Oct 19.
 Dare, Saml, Bristol, Travelling Draper. Sept 25. Asst. Reg Oct 16.
 Downes, Wm White, Birm. Sept 20. Asst. Reg Oct 16.
 Garrod, Hy, Thos Wm Hosgood, & Joseph Turner, George-yd, White-chapel, Colour Manufacturers. Sept 8. Comp. Reg Oct 16.
 Gorton, Thos, Crumppall, nr Manch, Comm Salesman. Sept 20. Comp. Reg Oct 18.
 Greenwood, Squire, Tack Lee, Lancashire, Bleacher. Sept 30. Comp. Reg Oct 15.
 Halsey, Dani Norris, Edgware-rd, Hyde-park, Dealer in Toys. Oct 2. Comp. Reg Oct 19.
 Hands, Geo Wm, Smethwick, Stafford, Chemist. Sept 23. Comp. Reg Oct 18.
 Harding, Wm, Buckland Brewer, Devon, Draper. Sept 21. Comp. Reg Oct 18.
 Hayward, Thos, Little Cambridge-st, Hackney-rd, Boot Manufacturer. Sept 24. Comp. Reg Oct 18.
 Hedges, Fras, Bow, Builder. Oct 1. Asst. Reg Oct 15,

Hughes, Hy, Shrewsbury, Salop, Ale Merchant. Sept 29. Asst. Reg Oct 18.
 Loxton, Joshua, Smethwick, Stafford, Ale Dealer. Sept 21. Comp. Reg Oct 18.
 Mazzuoli, Chas, Crook, Durham, General Dealer. Oct 8. Comp. Reg Oct 16.
 McCraith, John, Neath, Glamorgan, Draper. Oct 1. Comp. Reg Oct 16.
 Moore, Jas Wm, Nottingham, Comm Agent. Oct 9. Comp. Reg Oct 16.
 Moss, Joseph, Eccleshall, Stafford, Farmer. Oct 5. Comp. Reg Oct 16.
 Mycock, Wm, Blackpool, Lancashire, Hotel Keeper. Sept 17. Asst. Reg Oct 15.
 Newby, Dani, Manch, Provision Dealer. Oct 9. Comp. Reg Oct 15.
 Owen, Joseph, & Wm Wilby, Birm, Engineers. Oct 9. Comp. Reg Oct 19.
 Pellett, Edwin, Salisbury, Wilts, Cabinet Maker. Sept 22. Comp. Reg Oct 19.
 Persey, Stephen, Goudge-st, Tottenham Court-rd, Dealer in Provisions. Oct 13. Comp. Reg Oct 16.
 Phillips, John, Brynmawr, Brecknock, Grocer. Sept 28. Comp. Reg Oct 19.
 Powney, Geo, Weston, nr Bath, Somerset, Brewer. Sept 15. Asst. Reg Oct 16.
 Regis, Morris, sen, Redhill, Surrey, Builder. Sept 23. Asst. Reg Oct 15.
 Roberts, Wm Jas, Belaise-rd, St John's-wood, Wine Merchant. Aug 27. Asst. Reg Oct 16.
 Rumble, Richd, Holloway-rd, Trimming Seller. Sept 13. Comp. Reg Oct 18.
 Smith, Geo, Ipswich, Suffolk, Grocer. Sept 23. Comp. Reg Oct 19.
 Spencer, Thos, Leeds, out of business. Sept 23. Asst. Reg Oct 15.
 Taylor, Edwd Foulson, Newbridge-on-Wye, Radnor, Carpenter. Sept 23. Asst. Reg Oct 19.
 Thorp, Dani, Huddersfield, York, Flock Dealer. Sept 20. Comp. Reg Oct 16.
 Wolstenholme, Wm, Sheffield, York, Collector. Oct 9. Comp. Reg Oct 16.

SUBSCRIPTIONS.

FRIDAY, Oct. 15, 1869.

To Surrender in London.

Allen, Robt, Waltham Cross, Herts, Shoemaker. Pet Oct 11. Murray.
 Oct 27 at 1. Godfrey, Hatton-garden.
 Ansell, Robt, Gt Yarmouth, Auctioneer. Pet Oct 11. Murray. Oct 27 at 1. Dubois, Church-passage, Gresham-st, for Diver, Gt Yarmouth.
 Archer, Chas John, Woodford, Essex, Baker. Pet Oct 11. Murray. Oct 28 at 11. Kipping, Essex-st, Strand.
 Bensley, John Bailey, High-st, St John's-wood, Draper. Pet Oct 11. Murray. Oct 28 at 11. Wood, Basinghall-st.
 Bloomfield, Jas, Vories-rd, Upper Holloway, Carpenter. Pet Oct 11. Murray. Oct 27 at 1. Fisher, Camberwell New-rd.
 Bowler, Chas, Ealing, Bricklayer. Pet Oct 13. Murray. Oct 29 at 12. Evans & Lasing, John-st, Bedford-row.
 Burgess, Edwd Nathan, Prisoner for Debt, Maidstone. Pet Oct 9. Roche. Oct 27 at 12. Smith, Gresham-house, Old Broad-st.
 Batcher, Jacob Nottle, & Wm Butcher, Overstone-rd, Hammersmith, Builders. Pet Oct 13. Murray. Oct 28 at 1. Le Blanc & Torr, New Bridge-st, Blackfriars.
 Collins, Chas, Lower Marsh, Lambeth, Hat Manufacturer. Pet Oct 11. Murray. Oct 27 at 12. Padmore, Westminster-bridge-rd.
 Corbyn, Wardle, Fulham-rd, Clerk. Pet Oct 12. Pepps. Oct 28 at 12. Thomas, Fulham.
 Culver, Geo Stephen, Ramsgate, Kent, Engineer. Pet Oct 14. Murray. Oct 26 at 1. Hall, Fenchurch-st.
 Cunningham, Wm Henson, Richmond, Surrey, Grocer's Assistant. Pet Oct 12. Murray. Oct 26 at 11. Linklaters & Co, Walbrook.
 Dowling, Richd, Russell-st, Battersea-pk, Attorney's Clerk. Pet Oct 11. Murray. Oct 28 at 11. Haigh, jun, King-st, Cheapside.
 Edmonds, Thos, Chalfont, St Peter's, Bucks, Pig Dealer. Pet Oct 12. Murray. Oct 28 at 11. Philip, Pancras-lane, Queen-st, Cheapside.
 Eldred, Geo, Greenwich, Kent, Carpenter. Pet Oct 11. Murray. Oct 27 at 1. Cooke, Gresham-bldgs.
 Fairservice, Jas, Prisoner for Debt, London. Pet Oct 11 (for pan). Murray. Oct 28 at 11. Harrison, Basinghall-st.
 George, Alfred, Chalfont, St Peter, Bucks, Boot Maker. Pet Oct 12. Murray. Oct 27 at 11. Paterson & Co, Bouverie-st, Fleet-st.
 Harrison, Geo, Chislet, Kent, Auctioneer. Pet Oct 11. Murray. Oct 27 at 1. Johnson, St Martin's-st, St Martin's-lane.
 Harrison, Geo, Caledonian-rd, King's Cross, Grocer. Pet Oct 11. Murray. Oct 27 at 1. Kane, Paddington-green.
 Hill, John, St Mary, Ramsey, Huntingdon, Farmer. Pet Oct 11. Pepps. Oct 28 at 12. Sole & Co, Aldermanbury, for Gaches, Peterborough.
 Hughes, Edwd, Croydon, Surrey, Accountant. Pet Oct 12. Murray. Oct 28 at 12. Holmes, Clement's-lane, Lombard-st.
 Hyde, Chas, Dockhead, Bermondsey, Licensed Victualler. Pet Oct 11. Murray. Oct 28 at 11. Breden, Union-st, Old Broad-st.
 Joel, Mark, Skinner-st, Bishopsgate-st Without, out of business. Pet Oct 11. Murray. Oct 27 at 12. Padmore, Westminster-bridge-rd.
 Kerebove, Francis, Prisoner for Debt, London. Pet Oct 9 (for pan). Roche. Oct 27 at 11. Dobie, Gresham-st.
 Latham, Joseph, Albion-rd, Dalton, no occupation. Pet Oct 11. Roche. Oct 27 at 12. Edwards, Bush-lane, Cannon-st.
 Low, Edwin, Marsh-hill, Homerton, Dairyman. Pet Oct 12. Murray. Oct 28 at 12. Denny, Coleman-st.
 Lumley, John, Bartlett's-bldgs, Holborn, Wholesale Jeweller. Pet Oct 13. Murray. Oct 29 at 11. Solomon, Finsbury-pl South.
 Lyes, John, Prisoner for Debt, London. Pet Oct 12 (for pan). Murray. Oct 28 at 1. Tilley, Finsbury-pl.
 Lyons, John, Middlesex-st, Aldgate, Retail Butcher. Pet Oct 11. Murray. Oct 27 at 12. Padmore, Westminster-bridge-rd.
 Marks, Isaac, Walworth-rd, Traveller. Pet Oct 12. Pepps. Oct 28 at 12. Greaves, Essex-st, Strand.
 Morrey, Geo, Bitchley, Bucks, out of business. Pet Oct 11. Murray. Oct 27 at 12. Price, Serjeants'-inn, Fleet-st.
 Morris, Geo, East Acton, Middlesex, Pig Feeder. Pet Oct 12. Murray. Oct 28 at 11. Philip, Pancras-lane, Cheapside.

Parsons, Wm, Upper Lissan-st, Marylebone, Baker. Pet Oct 13.
 Murray. Oct 29 at 12. Padmore, Barnard's-inn, Holborn.
 Parsons, John Bourne, King's-rd, Chelsea, Tailor. Pet Oct 11.
 Powell. Oct 27 at 1. Holmes, Fenchurch-st.
 Phillips, Watts, Edenbridge, Kent, Author. Pet Oct 12. Murray. Oct
 28 at 1. Beard, Basinghall-st.
 Ponds, Joseph, Ventnor, Isle of Wight, Boot Salesman. Pet Oct 11.
 Pepps. Oct 28 at 12. Jones, New-inn, Strand.
 Saunders, Alfred, Bexley-heath, Kent, Berlin Wool Dealer. Pet Oct 11.
 Murray. Oct 27 at 1. Wild & Barber, Ironmonger-lane.
 Sward, Emmanuel, Prisoner for Debt, London. Pet Oct 9 (for pau).
 Roche. Oct 27 at 12. Pittman, Guildhall-chambers.
 Speed, Robt Barnard, Long Melford, Suffolk, Plumber. Pet Oct 12.
 Murray. Oct 27 at 11. Cardinall, Halstead.
 Stokes, Richd, Portsea, Hants, Grocer. Pet Oct 13. Murray. Oct 28
 at 1. Champ, Portsea.
 Stodart, Geo, Prisoner for Debt, London. Pet Oct 13. Murray. Oct
 29 at 12. Watson, Basinghall-st.
 Taylor, Edwin Hy, Prisoner for Debt, London. Pet Oct 12 (for pau).
 Murray. Oct 28 at 1. Lilley, Trinity-st, Newington.
 Veale, Wm, Prisoner for Debt, London. Pet Oct 12 (for pau). Murray,
 Oct 28 at 1. Watson, Basinghall-st.
 White, Geo, Duke-st, Aldgate, Baker. Pet Oct 12 (for pau). Murray.
 Oct 28 at 1. Rigby, Gresham-st.
 Whitefield, Thos Kent, Beresford-st, Walworth, Attorney's Clerk. Pet
 Oct 11. Murray. Oct 28 at 11. Marshall, Lincoln's-inn-fields.

To surrender in the Country.

Appleby, Wm, Middlesbrough, York, Fisherman. Pet Oct 11. Crosby.
 Middlesbrough, Oct 28 at 11. Benson, Middlesbrough.
 Bowles, Wm, Prisoner for Debt, Maidstone. Adj Sept 20. Snowden.
 Bamsgate, Oct 29 at 11. Bowling, Rumsate.
 Burridge, Emanuel, Prisoner for Debt, Bristol. Pet Oct 2 (for pau).
 Harley. Bristol, Nov 5 at 12.
 Child, Wm, Birn, out of business. Pet Oct 11. Guest. Birn, Oct
 29 at 10. Duke, Birn.
 Coleman, Richd, Hastings, Sussex, Eating-house Keeper. Pet Oct 11.
 Cook, James, Adlethorpe, Lincoln, Draper. Pet Oct 13. Leeds, Oct 27
 at 12. Brackenbury, Alford.
 Cornell, Edw, Beverley, York, Shoeing Smith. Pet Oct 11. Crust.
 Beverley, Oct 26 at 10. Turner, Beverley.
 Conlon, Wm Gordon, Moreton-in-the-Marsh, Gloucestershire, Attor-
 ney's Clerk. Pet Oct 11. Wilde. Bristol, Oct 25 at 11. Press &
 Inskip, Bristol.
 Crowther, Geo Schofield, March, Corn Merchant. Pet Oct 13. Fardell.
 March, Oct 27 at 12. Storer, March.
 Duffield, Wm, Plymouth, Devon, Boot Maker. Pet Oct 12. Pearce.
 East Stonehouse, Oct 26 at 11. Edmunds & Son, Plymouth.
 Dumack, Alfred, Bilston, Stafford, Scrap Dealer. Pet Oct 6. Brown.
 Wolverhampton, Oct 25 at 12. Best, Willenhall.
 Dudley, John, Long Crenodon, Bucks, Stationer. Pet Oct 12. Holloway.
 Thame, Oct 29 at 10. Clarke, Aylesbury.
 Farchild, John, Prisoner for Debt, Bristol. Pet Oct 5 (for pau). Har-
 ley. Bristol, Nov 5 at 12.
 Fennell, Saml, Somersham, Suffolk, Farm Labourer. Pet Oct 12.
 Prettman. Ipswich, Oct 26 at 11. Pollard, Ipswich.
 Fylen, Chas Peter, Portsea, Hants, Retired Paymaster. Pet Oct 9.
 Howard. Portsmouth, Oct 26 at 12. Champ, Portsea.
 Hingryon, John, Prisoner for Debt, Durham. Adj Sept 13. Ingle-
 dew. Gateshead, Oct 26 at 11. Forster, Newcastle-upon-Tyne.
 Firth, Walter, Leeds, Accountant. Pet Oct 13. Marshall. Leeds, Oct
 28 at 12. Hardwick, Leeds.
 Gabry, Jonathan, Birn, Dealer in Coal. Pet Oct 11. Guest. Birn,
 Oct 29 at 10. Rowlands, Birn.
 Gough, Joseph, Islington, Wilts, Mason. Pet Oct 4. Webber. Trow-
 uridge, Oct 25 at 12. Shrapnell, Bradford.
 Harle, Hy Boulton, Jun, Leeds, Auctioneer. Adj Oct 7. Marshall. Leeds,
 Oct 28 at 12. Dyson, York.
 Holden, Robt, Rodele, Lancashire, Stonemason. Pet Oct 13. Lpool.
 Oct 27 at 11. Risson, Lpool.
 Home, Danl, Irrelth, Lancashire, out of business. Pet Oct 11. Far-
 dell. March, Oct 27 at 12. Sale & Co, March.
 Howe, Saml, Leeds, Fruiterer. Pet Oct 12. Marshall. Leeds, Oct 28
 at 12. Ferns, Leeds.
 Humphreys, David, Jun, Welshpool, Montgomery, Grocer. Pet Oct 12.
 Lpool, Oct 28 at 12. Jones & Co, Lpool, for Yearsley, Welshpool.
 Hunter, Wm, Barrow-in-Furness, Lancashire, Grocer. Pet Oct 12.
 Tostlethwaite. Ulverston, Oct 30 at 10. Reiph, Barrow-in-Furness.
 Isham, John, West Gorton, Lancashire, Comm Agent. Pet Oct 9.
 Ray. March, Nov 10 at 9.30. Horner, March.
 Jones, John, Wordsley-green, Stafford, out of business. Pet Oct 11.
 Harward. Stourbridge, Oct 29 at 10. Sawkins, Wordsley.
 Kenworthy, Jas Hy, Rochdale, Lancashire, Licensed Victualler. Pet
 Oct 13. Fardell. March, Oct 25 at 12. Ashworth, Rochdale; Sale
 March.
 Key, Lawrence, Jun, Lpool, Baker. Pet Oct 4. Lpool, Oct 25 at 11.
 Nordon, Lpool.
 Lease, Alfred, Prisoner for Debt, Bristol. Pet Oct 13 (for pau). Har-
 ley. Bristol, Nov 5 at 12.
 Lee, Saml, Wolverhampton, Stafford, Journeymen Wood Turner. Pet
 Oct 7. Brown. Wolverhampton, Oct 25 at 12. Underhill, Wolver-
 hampton.
 Lovelock, John, Portsmouth, Licensed Victualler. Pet Oct 11. Howard.
 Portsmouth, Oct 26 at 12. Champ, Portsea.
 Lowry, Saml, Dawlish, Devon, Cab Driver. Pet Oct 11. Pidsley.
 Newton Abbot, Oct 27 at 11. Flood, Exeter.
 Lapsen, Richd, West Deby, Lancashire, Farmer. Pet Oct 11. Hime.
 Lpool, Oct 26 at 2. Nordon, Lpool.
 Martin, Jas, Tavistock, Devon, Shoemaker. Pet Oct 11. Bridgman.
 Tavistock, Oct 26 at 11. Cudlipp, Tavistock.
 Matthews, Hy Baker, Exeter, Greengrocer. Pet Oct 12. Daw. Exeter,
 Oct 25 at 11. Trehan, Jun, Exeter.
 Morgan, Saml John, Kingswood-hill, Gloucestershire, Draper. Pet
 Oct 13. Wilde. Bristol, Oct 28 at 11. Beekingham, Bristol.
 Nesbit, Thos, Norton, Durham, Tailor. Pet Oct 12. Crosby. Stockton-
 on-Tees, Oct 27 at 11. Clemmet, Jun, Stockton.

Orchard, Chas, Prisoner for Debt, Bristol. Pet Oct 6 (for pau). Harley.
 Bristol, Nov 5 at 12.
 Palmer, Thos, Manch, Paper Dealer. Pet Oct 5. Fardall. Manch, Oct
 25 at 11. Bennett & Almond, Manch.
 Parker, Geo Oswald, Sheffield, Boot Maker. Adj Sept 30. Wake.
 Sheffield, Oct 28 at 1. Binney & Son, Sheffield.
 Patchett, John, Mixenden, York, Beerhouse Keeper. Pet Oct 12. Ran-
 kin. Halifax, Oct 29 at 10. Norris & Foster, Halifax.
 Paul, Jas, Bridgwater, Somerset, Labourer. Pet Oct 12. Lovibond.
 Bridgwater, Oct 27 at 10. Veysey, Bridgwater.
 Perkins, Hy, Gainsborough, Lincoln, Imkeeper. Pet Oct 13. Burton.
 Gainsborough, Oct 25 at 10. Bladon, Gainsborough.
 Pike, Wm, Ibbstone, Oxford, Farmer. Pet Oct 4. Parker. High
 Wycombe, Nov 1 at 11. Thompson, Oxford.
 Rogers, John Rosser, Lpool, Ladies' Outfitter. Pet Oct 12. Lpool, Oct
 28 at 11. Barker, Lpool.
 Seull, John, Abercane, Monmouth, Nailor. Pet Oct 11. Roberts.
 Newport, Oct 26 at 1. Cathcart, Newport.
 Simms, Wm, Haynes, Bedford, Butcher. Pet Oct 9. Wright. Amptill,
 Oct 29 at 11. Jessopp, Bedford-row.
 Singerton, Thos, Dodington, Somerset, Licensed Victualler. Pet Oct 13.
 Williton, Oct 26 at 11. Reed, Bridgwater.
 Slade, Francis, & Wm Geo Richd Slade, Bridport, Dorset, Butchers. Pet
 Oct 12. Exeter, Oct 27 at 2. Gundry, Bridport; Terrell & Petherick,
 Exeter.
 Smith, John, Gloucester, Baker. Pet Oct 12. Wilde. Bristol, Oct 28
 at 11. Cooke, Gloucester.
 Smith, Thos, Conisbrough, York, Shoemaker. Pet Oct 12. Shirley.
 Doncaster, Oct 29 at 12. Woodhead, Doncaster.
 Smith, Wm, Cross Roads, York, Cabinet M.cer. Pet Oct 13. Keighley.
 Oct 27 at 2.30. Robinson, Keighley.
 Stacey, Giles, Wincanton, Somerset, Beerhouse Keeper. Pet Oct 12.
 Massiter. Wincanton, Oct 30 at 12. Bach, Brutn.
 Stocker, John Duffait, Birn, Retail Brewer. Pet Oct 11. Guest. Birn,
 Oct 29 at 10. Howlands, Birn.
 Thomas, Wm, Llanmihangel-pl, Glamorgan, Farmer. Pet Oct 4. Wilde.
 Bristol, Oct 25 at 11. Rees, Cowbridge; Abbot & Leonard, Bristol.
 Thompson, Wm, Orby, Lincoln, Beerhouse Keeper. Pet Oct 12. Wal-
 ker. Spilsby, Oct 28 at 11. Brackenbury.
 Tnew, John, Newton-hy-the-Sea, Northumberland, Grocer. Pet Oct
 12. Wilson. Alnwick, Oct 30 at 2. Busby, Alnwick.
 Umpleby, Geo, Oldborough, York, Sheep Taster. Pet Oct 7. Gill.
 Knaresborough, Oct 27 at 10. Capes, Knaresborough.
 Viney, Geo, Clifton, Bristol, Carpenter. Pet Oct 12. Harley. Bristol,
 Nov 5 at 12. Price.
 Wadey, Thos, Hurstperpoint, Sussex, Builder. Pet Oct 4. Waugh.
 Cuckfield, Oct 20 at 11. Runnicles, Brighton.
 Williams, John, Portsea, Hants, Licensed Victualler. Pet Oct 12.
 Howard. Portsmouth, Oct 26 at 12. Champ, Portsea.
 Willott, Richd, Milton, Stafford, Miner. Pet Oct 7. Challinor. Han-
 ley, Oct 30 at 11. Salt, Tunstall.
 Woodley, Wm Oliver, Tones, Devon, Plumber. Pet Oct 13. Exeter
 Oct 27 at 1. Kellock, Tones; Rogers, Exeter.

TUESDAY, Oct. 19, 1869.

To Surrender in London.

Attwood, Wm, Enfield, Middlesex, Grocer. Pet Oct 14. Murray. Oct
 29 at 1. Hammond, Fumival's-inn, Holborn.
 Bone, Barnabas, Goldsmith-pl, Kilburn, Builder. Pet Oct 15. Mur-
 ray. Oct 29 at 1. Lewis, Cheapside.
 Boorer, Wm Christopher, Plumstead, Kent, Assistant Store Keeper.
 Pet Oct 16. Murray. Nov 1 at 12. Bachman, Basinghall-st.
 Boulter, Wm Hy, South-rd, Forest-hill, Plumber. Pet Oct 14. Murray.
 Oct 29 at 1. Hope, Ely-pl, Holborn.
 Butcher, John, Liverpool-rd, Islington, Corn Dealer. Pet Oct 16. Mur-
 ray. Oct 29 at 11. Orchard, John-st, Bedford-row.
 Carden, Edw, Stratford-grove, Putney, Foreman to a Butcher. Pet
 Oct 15. Murray. Oct 29 at 1. Hicklin & Washington, Trinity-sq,
 Southwark.
 Chaney, Hy, Prisoner for Debt, London. Pet Oct 13 (for pau). Murray.
 Oct 29 at 12. Rigby, Gresham-st.
 Coggins, Wm, Forest Gate, Essex, Licensed Victualler. Pet Oct 16.
 Murray. Nov 1 at 11. Harvie, New Broad-st.
 Cummings, Richd Thos, Victoria-dock-rd, Grocer. Pet Oct 9. Roche.
 Oct 29 at 11. Iogle & Co, Threadneedle-st.
 Cutting, Wm, Beccles, Suffolk, Engineer. Pet Oct 16. Murray. Oct
 29 at 11. Doyle & Edwards, Verulam-bldg, Gray's-inn, for Atkinson,
 Norwich.
 Dakin, Edmund, Southend, Essex, out of business. Pet Oct 14. Mar-
 ray. Oct 29 at 1. Long, Queen-st, Charles-sq, Hoxton.
 Fickling, John, Prisoner for Debt, London. Pet Oct 15 (for pau). Mur-
 ray. Nov 1 at 12. Laurence, Lincoln's-inn-fields.
 Harvey, Wm Hy, Prisoner for Debt, London. Pet Oct 14 (for pau).
 Murray. Oct 29 at 1. Laurence, Lincoln's-inn-fields.
 Innes, John, Crystal-ter, Burdett-rd, Mile End, Grocer. Pet Oct 16.
 Murray. Nov 1 at 12. Barrett, Bell-yard, Doctors'-commons.
 Levy, Saml, Tenter-st, Spitalfields, Coks Dealer. Pet Oct 15. Murray.
 Oct 29 at 1. Dobson, Mile End-rd.
 Neisser, Julius, Prisoner for Debt, London. Pet Oct 13. Murray. Oct
 29 at 12. Gammon, Barge-yard Chambers, Bucklersbury.
 Place, Jas, Grays, Essex, Builder. Pet Oct 16. Murray. Oct 29 at 11.
 Woodward, Ingram-st, Fenchurch-st.
 Potton, Wm, Plaistow-grove, West Ham, Builder. Pet Oct 16. Murray.
 Nov 1 at 12. Goatley, Bow-st, Covent-garden.
 Restieaux, Robt Fauchal, St John's-sq, Clerkenwell, Builder. Pet
 Oct 16. Murray. Nov 1 at 11. Merriman & Co, Queen-st, Cheap-
 side.
 Sangster, Alex, Adelaide-cottage, Teddington, Tailor. Pet Oct 15.
 Murray. Oct 29 at 1. Padmore, Barnard's-inn, Holborn.
 Seward, John, Bethnal-green-rd, Grocer. Pet Oct 16. Murray. Nov
 1 at 11. Dalton & Jessett, St Clement's-house, Clement's-lane, Lom-
 bard-st.
 Smith, Geo, William-st, St Peter's-sh, Islington, Milkman. Pet Oct 16.
 Murray. Nov 1 at 12. St. Paul, Staple-inn, Holborn.
 Symons, Hermon, Tordiano-avenue, Kentish-town, Ironmonger. Pet
 Oct 14. Murray. Oct 29 at 12. Preston, Basinghall-st.

Taylor, Prisoner for Debt, London. Pet Oct 15 (for pau). Murray.
Oct 29 at 11. Laurence, Lincoln's-inn-fields.
Weddie, Thos, Birm, & Fredk Weddie. Swansea, Commercial Travellers.
Pet Oct 15. Murray. Oct 29 at 11. Peckham, Gt Knight Rider-st,
Doctors'-commons.

To Surrender in the Country.

Andrews, Benj, Jun, Yeovil, Somerset, Dairyman. Pet Oct 15. Batten.
Yeoivil, Oct 29 at 12. Ellis, Sherborne.
Atkinson, Robt, Nottingham, Corn Factor. Pet Oct 15. Patchitt. Not-
tingham, Nov 17 at 10.30. Brown, Nottingham.
Bailey, John, Weston-super-mare, Somerset, Painter. Pet Oct 14.
Davies, Weston-super-Mare, Nov 1 at 11.30. Smith, Weston-super-
Mare.
Balmforth, Jabez, Bradford, York, Wheelwright. Pet Oct 15. Brad-
ford, Nov 5 at 9.15. Wilson, Bradford.
Barnbury, Wm, Braunton Devon, Cordwainer. Pet Oct 9. Barnstaple,
Oct 26 at 12. Bencaft, Barnstaple.
Bickley, John, Upper Penn, Stafford, Licensed Victualler. Pet Oct 14.
Brown, Wolverhampton, Nov 1 at 12. Thurstans, Wolverhampton.
Boucher, Fredk Wm, Barrow-in-Furness, Lancashire, Tobacconist. Pet
Oct 14. Postlethwaite. Ulverston, Oct 30 at 10. Ralph, Barrow-in-
Furness.
Bridges, Geo, Gloucester, Gloucestershire, Coal Dealer. Pet Oct 14.
Anderson, Gloucester. Nov 1 at 11. Cooke, Gloucester.
Bullen, Richd Edwd, Hastings, Commander R.N. Pet Oct 15. Young.
Hastings, Oct 30 at 11. Savery, St Leonard's-on-Sea.
Bunn, John, Mount Pleasant, Stafford, Charter Master. Pet Oct 15.
Harward, Stourbridge, Nov 1 at 10. Stokes, Dudley.
Bulland, Wm, Eilacombe, Torquay, Devon, Baker. Pet Oct 15. Pidsley.
Newton Abbot, Nov 3 at 11. Hooper & Woollen, Torquay.
Coleing, Wm, Brighton, Sussex, Butler. Pet Oct 15. Evershed. Bright-
ton, Nov 3 at 11. Runcables, Brighton.
Crossman, Edwd, Worle, Somerset, Alehouse Keeper. Pet Oct 14.
Davies, Weston-super-Mare, Nov 1 at 11. Smith, Weston-super-
mare.
Davidson, Hy, Haverfordwest, Innkeeper. Pet Oct 12. Summers.
Haverfordwest, Oct 30 at 12. James.
Dodd, Richd, Perry Barr, Stafford, Ironworks Manager. Pet Oct 15.
Tudor, Birm, Oct 29 at 12. Underhill, Wolverhampton; Green,
Birm.
Edwards, Edwd, Carnarvon, Accountant. Pet Oct 14. Williams
Carnarvon, Oct 30 at 11. Turner.
Eveleigh, Wm, Feniton, Dorset, Shoemaker. Pet Oct 16. Stamp.
Houlton, Oct 30 at 12. Jeffery, Ottery St Mary.
Fisher, Chas, Tadley, Hants, Cordwainer. Pet Oct 16. Lamb.
Basingstoke, Nov 4 at 12. Chandler, Basingstoke.
Gane, Geo, Bath, Mason. Pet Oct 14. Bath, Nov 2 at 11. Ricketts,
Bath.
Gibbon, Wm, Chorlton-upon-Medlock, Manch, Comm Agent. Pet Oct
14. Hulton, Salford, Oct 30 at 9.30. Ellithorne, Manch.
Gillott, Wm, Ercall, Shropshire, Coach Builder. Pet Oct 14. Wake.
Sheffield, Nov 5 at 11. Fennell, Sheffield.
Goodearl, Hy Richd, Brighton, Carpenter. Pet Oct 15. Evershed.
Brighton, Nov 3 at 11. Mills, Brighton.
Hatch, Edwd, Gt Yarmouth, Norfolk, Baker. Pet Oct 14. Chamberlin.
Gt Yarmouth, Nov 1 at 12. Wiltshire, Gt Yarmouth.
Hind, Thos, Norton, Durham, Agent. Pet Oct 14. Crosby. Stockton-
on-Tees, Nov 3 at 11. Hanton, Stockton-on-Tees.
Hoad, Chas John, Hove, Sussex, Greengrocer. Pet Oct 14. Eveyshead.
Brighton, Nov 3 at 11. Mills, Brighton.
Hughes, Richd, Holyhead, Anglesey, Innkeeper. Pet Oct 15. Lpool.
Oct 29 at 12. Evans & Loeckett, Lpool.
Hunt, Richd Edwd, Ore, Sussex, Baker. Pet Oct 16. Young. Has-
tings, Oct 30 at 12. Philbrick, Hastings.
Jennett, Jas, Birm, Journeyman Last Maker. Pet Oct 14. Guest.
Birm, Oct 29 at 10. Fallows, Birm.
Jones, John, Narberth, Pembroke, Flour Merchant. Pet Oct 15. Owen.
Narberth, Oct 30 at 10. Lascelles, Narberth.
Jones, Wm, Bristol, Bootmaker. Pet Oct 15. Harley. Bristol, Nov 5
at 12. Sherrard.
Lucas, Geo, Han ey, Stafford, Beerhouse Keeper. Pet Oct 16. Challiner.
Hanley, Nov 13 at 11. Welch, Hanley.
Matthews, Wm, Northampton, Painter. Pet Oct 15. Dennis. North-
ampton, Oct 30 at 10. White, Northampton.
Merest, Chas Wm, Prisoner for Debt. Bury St Edmund's. Adj Sept 22.
Collins. Bury St Edmund's, Oct 30 at 10.
Mills, Wm, Stourbridge, Worcester, Spademaker. Pet Oct 13. Har-
ward. Stourbridge, Nov 1 at 10. Wall, Stourbridge.
Moore, Geo, Brighton, Sussex, Wood Turner. Pet Oct 15. Evershed.
Brighton, Nov 3 at 11. Lamb, Brighton.
Nash, Geo, Eaton Bray, Bedford, General Dealer. Pet Oct 13. Kip-
ling. Leighton Buzzard, Nov 3 at 11. Shepherd, Luton.
Oakley, Edwd Thos, Lpool, out of business. Pet Oct 11 (for pau).
Dunn. Lancaster, Oct 29 at 10. Johnson & Tilly, Lancaster.
Parker, Geo, Birkenhead, Cheshire, Pontiferer. Pet Oct 14. Lpool. Oct
29 at 11. Bellringer, Lpool.
Proctor, John, Prisoner for Debt, Lancaster. Adj Sept 15. Macrae.
Manch, Oct 29 at 11.
Ridehalgh, Jabez, Halifax, York, Dealer in Coals. Pet Oct 16. Rankin.
Halifax, Nov 5 at 10. Haigh, Huddersfield.
Riley, Michael, Manch, Tailor. Pet Oct 13. Fardell. Manch, Nov 2 at
11. Horner, Manch.
Rogers, Chas, Melcombe Regis, Dorset, Omnibus Driver. Pet Oct 15.
Andrews. Weymouth, Nov 2 at 11. Howard, Weymouth.
Rogers, Hy, Framfield, Sussex, Cooper. Pet Oct 9 (for pau). Blaker.
Lewes, Oct 29 at 12.
Russell, Saml Hy, Heligam, Norwich, Innkeeper. Pet Oct 15. Palmer.
Norwich, Nov 1 at 11. Chittock, Norwich.
Sander, Robt, Southampton, Gent. Pet Oct 13. Thorndike. South-
ampton, Oct 28 at 12. Deacon & Pearce, Southampton.
Smith, Stephen, North Shields, Northumberland, Seamen's Outfitter.
Pet Oct 14. Ingledew. North Shields, Oct 28 at 11. Duncan, South
Shields.
Snape, Geo, Birkenhead, Cheshire, Bricksetter. Pet Oct 14. Wason.
Birkenhead, Nov 2 at 2. Anderson, Birkenhead.
Stiff, Wm, Birm, Cabinet Case Maker. Pet Oct 15. Guest. Birm, Oct
29 at 10. East, Birm.

Walker, Geo, Skerton, nr Lancaster, Journeyman Miller. Pet Oct 12.
Dunn. Lancaster, Oct 29 at 10. Johnson & Tilly, Lancaster.
Ward, Ernest Augustus, Birm, Attorney. Pet Oct 8. Tudor. Birm,
Oct 29 at 12. Rowlands, Birm.
Waterman, John, Prisoner for Debt, London. Adj Aug 30. Marshall.
Guildford, Oct 30 at 12. Geach, Guildford.
Wegner, Wilhelm, Prisoner for Debt, Durham. Pet Oct 15. Gibben.
Newcastle-upon-Tyne, Nov 3 at 12. Botterell, Sunderland.
Wetton, Saml, Birm, Provision Dealer. Pet Aug 16. Guest. Birm,
Oct 29 at 10. East, Birm.
Williams, Rev John, Pengellifawr, Carmarthen, Farmer. Pet Oct 15.
Wilde, Bristol, Oct 29 at 11. Evans, Newcastle Emllyn; Henderson
& Salmon, Bristol.
Withers, Wm, Gloucester, Innkeeper. Pet Oct 14. Wilton. Gloucester,
Oct 30 at 12. Smallridge, Gloucester.

BANKRUPTCIES ANNULLED.

FRIDAY, Oct. 15, 1869.

Spencer, Thos, Manch, out of business. Oct 12.

TUESDAY, Oct. 19, 1869.

Frater, Jas Roy, Wrexham, Denbigh, Writing Clerk. Oct 18.

GRESHAM LIFE ASSURANCE SOCIETY,

37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Pro-
posals for Loans on Freehold or Leasehold Property, Reversions, Life
Interests, or other adequate securities.

Proposals may be made in the first instance according to the following
form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (state name and address of solicitor)
Amount required £
Time and mode of repayment (i.e., whether for a term certain, or by
annual or other payments)
Security (state shortly the particulars of security, and, if land or build-
ings, state the net annual income).
State what Life Policy (if any) is proposed to be effected with the
Gresham Office in connection with the security.
By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

EXCELLENT BEEF TEA for 2½d. a PINT.
Ask for LIEBIG COMPANY'S EXTRACT OF MEAT, only sort
warranted genuine by the inventor, Baron Liebig, whose signature is on
every genuine jar. Supplied to the British, Prussian, French, Russian,
Dutch, and other Governments.

SLACK'S SILVER ELECTRO PLATE is a coat-
ing of pure Silver over Nickel. A combination of two metals pos-
sessing such valuable properties renders it in appearance and wear equal
to Sterling Silver.

	Fiddle Pattern.			Thread.			King's		
	£	s.	d.	£	s.	d.	£	s.	d.
Table Forks, per doz.....	1	10	0	1	18	0	2	4	0
Dessert ditto	1	0	0	1	10	0	1	12	0
Table Spoons	1	10	0	1	18	0	2	4	0
Dessert ditto	1	0	0	1	10	0	1	12	0
Tea Spoons	0	12	0	0	18	0	1	2	0

Every Article for the Table as in Silver. A Sample Tea Spoon for-
warded on receipt of 20 stamps.

RICHARD & JOHN SLACK, 336, STRAND, LONDON.

SLACK'S FENDER AND FIRE-IRON WARE.

A HOUSE is the MOST ECONOMICAL, consistent with good quality—
Iron Fenders, 3s. 6d.; Bronzed ditto, 8s. 6d., with standards; super-
Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 20s. Fine
Dish Covers, with handles to take off, 18s. set of six. Table Knives and
Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-tray,
1s. 6d. set of three; elegant Papier Maché ditto, 25s. the set. Teapots,
with plated knob, 5s. 6d.; Coal Scuttles, 2s. 6d. A set of Kitchen Utens-
ils for cottage, £3. Slack's Cutlery has been celebrated for 50 years.
Savory Table Knives, 14s., 16s., and 18s. per dozen. White Bone Knife
and Forks, 8s. 9d. and 12s.; Black Horn ditto, 8s. and 10s. All war-
ranted.

As the limits of an advertisement will not allow of a detailed list, par-
chasers are requested to send for their Catalogue, with 350 drawings, and
prices of Electro-Plate, Warranted Table Cutlery, Furnishing Ironware,
Gery, &c. May be had gratis or post free. Every article marked in plain
figures at the same low prices for which their establishment has been
celebrated for nearly 50 years. Orders above £2 delivered carriage free
per rail.

RICHARD & JOHN SLACK, 336, STRAND, LONDON,
Opposite Somerset House.

ROYAL POLYTECHNIC. — Professor Pepper's

Lecture daily at 3 and 8, except Tuesday and Thursday Even-
ings, "ON THE TENTOONSTELLING OF AMSTERDAM"—The
"GREAT INDUCTION COIL," by J. L. King, Esq.—Entertainment,
Musical and Mimetic, by the Brothers Wardrop, entitled "PECCOLIA
PEOPLE OF THE PERIOD."—Herr Anghaly, the Hungarian Barito-
ne; and the Electric Organ by Herr Schalkenbach, daily at 2 and
7.15.—The Maximilian authenticated Relics, and very fine full-length
portraits of the late Emperor, and also of the Empress, now on view,
6d. extra.—Shortly, "THE MYSTERIES OF UDOLPHO," with a
multitude of Spectral Figures, produced by entirely New Optical Ar-
rangements. The Brothers Wardrop will unfold the horrors of the
situation.